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The Solicitors' Journal.

LONDON, AUGUST 3, 1872.

THE STOCK EXCHANGE CASE of *Merry* v. *Nickalls*, decided by the Lords Justices this week, is the most important case which has come before the Courts, either of Equity or Common Law, since *Maxsted* v. *Paine*, second action (19 W. R. 541); indeed, it may be said to rank in importance with that case, and the previous cases of *Coles* v. *Bristowe* (17 W. R. 105), and *Grissell* v. *Bristowe* (17 W. R. 123). The decisions in *Coles* v. *Bristowe* and *Grissell* v. *Bristowe*, which were delivered almost simultaneously in the Chancery Appeal Court and the Exchequer Chamber, amounted to rulings that though it is a part of the bargain of vendors selling shares through the Stock Exchange that they shall be relieved from and indemnified against the burdens and liabilities of the shares—yet it is also a part of the bargain that these burdens and liabilities are not necessarily to be assumed by the jobber, who ordinarily is the first person with whom the seller's broker deals. As to what the jobber must do to secure himself, judges have differed. In both those cases it was held that the jobber is freed on tendering the name of a willing purchaser to whom no reasonable objection can be made, and on such name being accepted. *Maxsted* v. *Paine* (second action) went further, deciding that though the name were not that of a real purchaser, and objection might reasonably have been taken, yet if the passing the name be with the assent of the nominee, and no objection made by vendor within fifteen days, and the transfer be executed to the nominee, the jobber has done all that is required of him: but the dissenting minority of judges (Lush, J., and Cleasby, B.) thought that to free the broker the name must be that of a real purchaser. In *Maxsted* v. *Paine* (first action, L. R. 4 Ex. 81), the jobber failed, the Court of Exchequer holding that his contract was not performed by the passing of a name, unauthorised by the nominee. A subsequent decision by Vice-Chancellor Stuart, in *Crabb* v. *Miller* (19 W. R. 519), ran clearly counter to *Maxsted* v. *Paine*, (first action). In *Merry* v. *Nickalls* the name passed was that of an infant (who was in fact merely put forward by the manager of the company, by whom the purchase-money was paid). The name was accepted, and a transfer executed to the infant, but when the company was wound up the vendor was settled on the list of contributories. The Lord Justices held that the jobber in this case had not got rid of his liability, because the name was not of a *bonâ fide* purchaser, and the infant, as such, was incapable of authorising the use of his name. Their Lordships considered the case covered by *Maxsted* v. *Paine*, (first action) which, they appproved.

It may be remembered that in *Maxsted* v. *Paine* (second action) Mr. Justice Blackburn surprised everyone by propounding a new theory for the decision of these cases, according to which *Coles* v. *Bristowe* and *Grissell* v. *Bristowe* were decided rightly in result but on wrong principles. This theory was that after the delivery of the ticket on the name day and the expiry of fifteen days without objection, a *novatio contractus* takes place, the parties to the new contract being—not the seller and the person named on the ticket, but the holder and issuer of the ticket (*i.e.* in ordinary cases the brokers of the seller and ultimate purchaser). It was a matter of some curiosity to know what opinion the Lord Justices would express concerning Mr. Justice Blackburn's theory. They both appear to disapprove it. Their present decision overrules that of the Master of the Rolls in *Rennie* v. *Morris* (20 W. R. 227), which has been followed by Vice-Chancellor Bacon in the present case. We may add that a common law case of *Dent* v. *Nickalls* is still pending, in which a new trial had been moved for on the strength of *Rennie* v. *Morris*.

MR. DANIEL, Q.C., in his recent pamphlet on the Treasury scheme for county court judges' travelling expenses, showed, by a minute analysis of the itinerary proposed by the Treasury, the great sacrifice of public convenience by which alone it could be adopted. Mr. Falconer, the judge of the Swansea Court, has now followed suit. It appears from the statement made in the House of Commons on Monday, that the estimates having been voted this year on the old footing, the allowances will be made this year as before. That was a matter of course, but it does not by any means appear that the Treasury have been brought to an understanding of the essence of the matter. Mr. Lowe, indeed, "was bound in candour to say that fresh facts had come to his knowledge. . . . It appeared to have been the opinion of several Lord Chancellors, though not of the present one, nor of Lord Westbury, that county court judges should not reside in their districts, and he freely admitted that if any gentleman had made his arrangement for life in deference to that opinion, the circumstance constituted a claim on the Treasury, and that expenses ought to be paid, which otherwise would not be allowed." But this is beside the real gist of the matter; the real gist of the matter is that the object of the arrangement of a county court judge's itinerary is not to reduce the amount of his railway tickets and hotel beds and breakfasts to a minimum, but to accommodate the requirements of the district population, having regard to the varying amount and character of the business in different parts of the district, and—need we also say?—bearing in mind, for the sake of the dignity of the bench, that judges ought not to be placed, to use Mr. Falconer's phrase, "on the level of commercial travellers." Nothing but local experience can determine what circuit arrangement will best suit the convenience of the district; if, however, cheapness is to be the governing consideration, it might be still better attained by making the county court judges altogether stationary, forcing the suitors to come to them, and so saving all, instead of a part, of the judges' travelling expenses. The difference between the inconvenience caused by this, and that caused by an itinerary framed on the Treasury principle of minimum railway fares and hotel bills, is only one of degree.

We must notice in conclusion, that either the Chancellor of the Exchequer was in error in stating that the Treasury minute was adopted in deference to the wishes of the Committee of Supply, or the framers of the minute clearly mistook what passed in the Committee when the subject was discussed—as anyone may see who cares to refer to the report in the *Times* of June 18, or our own report, *ante* p. 638.

THE HOUSE OF LORDS gave on Monday a very important judgment upon a question which has been a good deal vexed, viz., the application of Class B. contributories' contributions. The decision brought before the House of Lords, and now by them affirmed, was

that of the late Lord Justice Giffard, in *Re Accidental and Marine Insurance Corporation, Ex parte Briton Medical and General Life Association* (18 W. R. 717, L. R. 5 Ch. 431). The 38th section of the Companies Act, 1862, it will be remembered, enacts that past members of companies in liquidation shall be liable to contribute to the assets of the company to an amount sufficient for the payment of the liabilities of the company and the expense of winding up, and also for the adjustment of the rights of the contributories *inter se*; but the same section goes on to enact that "no past member shall be liable to contribute in respect of any debt or liability of the company contracted after the time at which he ceased to be a member." Lord Justice Giffard held that these latter words were merely a test of the extent of the B. contributory's liability, and had nothing to do with the application of his calls. He accordingly held that though the B. contributory cannot be called on to pay anything unless there are outstanding debts contracted before he ceased membership, his contributions, once handed over to the official liquidator, must be distributed amongst *all* the creditors. This decision worked no hardship whatever to the B. contributory, for the plain reason that when it is once settled that he has to pay a certain sum, it is entirely immaterial to him how the money is to be distributed; the cash once out of his pocket, he does not care who gets it. Lord Justice Giffard's decision was, however, as we pointed out at the time,* very unfortunately misunderstood by Lord Hatherley and Lord Justice James in *Brett's case* (19 W. R. 687), who disapproved of it, the Lord Chancellor speaking of "the monstrous injustice of making a man liable to all that has taken place after he has left the firm," &c. The House of Lords has now affirmed Sir G. Giffard's decision, holding that as soon as the past member's contributions reach the hands of the official liquidator they lose their special character and become distributable *pari passu* among all the creditors. In our former remarks upon the subject we pointed out the impropriety of applying to the question the principles of ordinary partnership law. We are pleased to find their Lordships adopting precisely the same line.

The actual point of decision in *Brett's case* was, that a B. contributory may discharge himself by settling privately with the creditors who were creditors when he left the company; and Brett had, in fact, so brought up those debts at a considerable discount. This is not necessarily inconsistent with the principle now affirmed in the *Accidental case*; but, as we noticed before, if both decisions stand it will be the interest of such creditors to accept less than their debts from the B. contributories, because if the B. contributories' money once got into the hands of the official liquidator, they would have to share it with the other creditors.

* 15 S. J. 688.

THE EUROPEAN ASSURANCE SOCIETY ARBITRATION ACT, 1872, which received the Royal assent last week, is based on the Albert Life Assurance Company Arbitration Act of last year, and is in fact almost a replica of that Act. The following are the chief differences:—In the proviso giving the Arbitrator power to settle a scheme for the reconstruction or the reconstitution of the European Society, an additional power is given to him of appointing "another company for the purpose of collecting the premiums, and managing the business, and guaranteeing the investment of the funds." In section 6 of the European Act, which gives the arbitrator special powers to value and estimate liabilities and claims, to make such deductions from liabilities or claims as appear to him expedient and equitable, &c., there is the additional power "to reduce the amount of the contracts of all or any of the scheduled or absorbed companies," (*i.e.*, the European Society, and all the companies absorbed by it) "on such terms and subject to such conditions as he thinks just." Under the Albert Act "all costs, charges and expenses, preliminary to the preparing of applying for, obtaining and passing of the Act, were to be paid out of such funds, at such times and in such manner as the arbitrator should direct." Lord Cairns distributed these costs among the various amalgamated companies that were wound up, the Albert paying only £817 2s. 2d. out of £3,026. But under the European Act all such costs, charges and expenses (including the costs of the petition of the liquidators of the British Nation Life Assurance Association in relation to the Act) are to be paid out of the assets of the European Society. The European Act omits the clause providing for the obligation on trustees or others to accept substituted shares, and there is no clause providing for the expenses of any Reconstruction Committee.

Just as in the Albert Act, the arbitrator is to settle and determine the matters referred to arbitration, not only in accordance with the legal and equitable rights of the parties as recognized in the Courts of Law or Equity, but on such terms and in such manner in all respects as he in his absolute and unfettered discretion thinks most fit, equitable and expedient, and as fully and effectually as could be done by Act of Parliament. A final award, which is to have the like effect as if it had been enacted or confirmed by Act of Parliament, is to be made within one year after the passing of the Act, or within such extended period as the arbitrator may appoint. Lord Cairns, the arbitrator in the Albert, was to receive a sum, to be determined by him, of not *less* than £2,000. Lord Westbury, the arbitrator in the European, is to receive a sum, to be determined by him, of not *more* than 3,500 guineas.

The following are the companies whose affairs are under the Act to be wound up and finally settled:—1, The European Assurance Society; 2, The Athenæum Life Assurance Society; 3, The British Nation Fire Insurance Company (Limited); 4, The British Nation Life Assurance Association; 5, The European Life Assurance and Annuity Company; 6, The India and London Life Assurance Company; 7, The Industrial and General Life Assurance and Deposit Company; 8, The Prince of Wales Life and Education Insurance Company; 9, The Professional Life Assurance Company; 10, The Royal Naval, Military, and East India Company Life Assurance Society; 11, The United Guarantee and Life Assurance Company; 12, The United Mutual Mining and General Life Assurance Company; 13, The United Service and General Life Assurance and Guarantee Association; 14, The Alexandra Insurance Company (Limited); 15, The British Commercial Insurance Company; 16, The British Provident Life and Fire Assurance Company; 17, The English and Irish Church and University Assurance Society; 18, The English Widows' Fund and General Life Assurance Association; 19, The General Accident and Compensation Assurance Company; 20, The London Equitable Mutual Life Assurance Society; 21, The London and Provincial Provident Society; 22, The Phœnix Life Assurance Company; 23, The Waterloo Life, Education, Casualty, and Self-relief Assurance Company; 24, The Wellington Reversionary, Annuity, and Life Assurance Society; 25, The Anglo-Australian and Universal Family Life Assurance Company; 26, The Diadem Life Assurance Company; 27, The Householders' Life Assurance Company; 28, The Engineers' Masonic and Universal Mutual Life Assurance Society; 29, The English and Cambrian Assurance Society; 30, The General Indemnity Life and Fire Insurance Company; 31, The Commercial and General Life Assurance, Annuity, Family Endowment, and Loan Association; 32, The British Shield Mutual Life Assurance Institution; 33, The Catholic, Law, and General Life Assurance Company; 34, The Magnet Life Assurance Company; 35, The Life Assurance Treasury; 36, The

National Assurance and Investment Association; 37, The London and Yorkshire Assurance Company; 38, The Accumulative Life Fund and General Assurance Company; 39, The Tontine Life Assurance Company; 40, The Age Assurance Company.

THE BANKRUPTCY ACT, 1869, by section 87, provides that "where the goods of any trader have been taken in execution for a sum exceeding £50, and sold, the sheriff shall retain the proceeds of such sale in his hands for a period of fourteen days, and upon notice being served on him within that period of a bankruptcy petition being presented against such trader, shall hold the proceeds of such sale, after deducting expenses, on trust to pay the same to the trustee." In *Re Bullen* (20 W. R. 768) the Chief Judge held that the above words are to be read as meaning, not that the judgment must be for a sum exceeding £50, but that the execution must be for a sum exceeding £50; in other words, that if the amount of the judgment, together with the costs of the execution, exceed £50, the section applies. In this case judgment was recovered against the traders for the sum of £52 19s. 9d., debt, interest, and costs, and execution issued. Before the sheriff levied £4 was paid on account, thus reducing the amount of the judgment to £48 19s. 9d. The costs of the execution were £1 12s., thus raising the amount for which the sheriff was entitled to levy to £50 11s. 9d. The sheriff levied and sold, and before the fourteen days had expired he received notice of a bankruptcy petition against the debtors. The Chief Judge held that the proceeds of the sale (less the expenses) belonged to the trustee. This decision was on Tuesday affirmed by the Lords Justices

IT SEEMS FROM A REPORT recently presented to the Governor of the Island of Jamaica by the Jamaica Statutes and Laws Commission that the Jamaica Statute-book, hitherto in a state of confusion, will shortly be in a decent condition. The commissioners (Mr. Schalch, the Attorney-General, and Mr. Ker, puisne judge) were appointed

"To examine the Jamaica statutes and laws, in order to ascertain what statutes and laws and parts of statutes and laws have been disallowed or repealed, or have ceased to have any effect; and what statutes and laws and parts of statutes and laws are still in force; and to prepare and superintend the publication of an authorised edition of the Jamaica statutes and laws, and parts of statutes and laws now in force; and to report on any statutes and laws concerning which it may be doubtful whether they now have any effect. And further to report, whether it would be desirable to consolidate or codify the statutes and laws now in force; and, if it would be desirable to do so, to report in what manner such consolidation or codification could most conveniently be effected."

It seems, indeed, to have been high time that the Jamaica statutes were revised, for to take a single sample from the commissioners' report, it is there stated that a large number of statutes, which, after passing the Colonial Legislature, were disallowed by the Crown, are printed in the statute volumes without any notice whatever of the disallowance; and, in fact, several disallowed statutes have actually been repealed or amended. The commissioners recommend the preparation of a new edition, modelled on precisely the same principle as the English edition now in progress, except in the particular that, whereas the English edition omits statutes "repealed," "spent," "expired," or "virtually repealed," the Jamaica Commissioners would omit only statutes expressly repealed or expressly limited to a period expired; but it is a part of their recommendation that the way should be paved by a sweeping legislative repeal of inoperative matter, after the fashion of our own annual Statute Law Revision Acts.

On the head of codification, the Commissioners say—

"By a code we understand a scientifically arranged body of statute law, which embraces the whole of the law on the branch to which it relates, and each part of which has reference to every other part, so that repetitions and superfluities are avoided, and the whole has the unity and self-consistency of a skilfully drawn Act of Parliament. The code Napoleon, and the Indian criminal code are, perhaps, the most familar instances of what we understand to be meant by a code. The preparation of a code would involve the necessity of legislation upon a large scale, and, strictly speaking, there can hardly be such a thing as a codification of existing statutes and laws, or at least of statutes and laws like those of Jamaica. Even if there were in the colony at present the means for producing a code that would cause a great improvement in the law, it may well be doubted whether the practical benefit that would be likely to result, would be sufficient to render advisable the great delay and expense that its preparation would necessarily involve. Without in the least wishing to underrate the value of a good code, which is undoubtedly the best form for the expression of law that has yet been devised, we think that, in the present state of the statutes, laws, and common law in Jamaica, more practical benefit would ensue from consolidation than from any attempt at codification, having in view the fact that codification cannot be done piecemeal except to a limited extent, and must, therefore, occupy a long time before any result at all is attained; while consolidation, on the other hand, may be carried on bit by bit in those branches of law which most require it."

Jamaica has been very fortunate in obtaining an Attorney-General who, in so short a space of time, has done so much as Mr. Schalch.

THE DEBATE which took place on Monday last upon Mr. Vernon Harcourt's motion respecting judicature reform seems to call for no notice on our part, inasmuch as it threw no light upon the question how these reforms are to be effected. Indeed, the only point which the memory carries away from this debate is the signal and remarkable desire, *stare super antiquas vias*, displayed by the Solicitor-General.

THE EASTERN BILL OF LADING.

The rights and liabilities *inter se* of shippers, shipowners, and underwriters form so important a branch of mercantile law that the changes introduced in connection with the new Eastern bill of lading have almost as much interest for lawyers as for persons more directly concerned with commerce.

Probably it will be known to most of our readers that influential Committees representing the three classes above mentioned have been formed to agree upon a bill of lading to be used uniformly for steamers in the Eastern trade, *viâ* the Suez Canal, merchants having long complained of the want of uniformity and precision in the bills of lading hitherto in use, and still more of the introduction into them, by the shipowners, of certain exceptions to their liability which were not covered by the ordinary form of policy of insurance, thus leaving the merchant, in homely phrase, to fall between two stools. It was thought, therefore, that the opening of this new and important line of traffic was a good opportunity for parties to agree upon their mutual obligations. For outward traffic three forms slightly varying with the trade have been agreed upon by the committees representing the shippers and shipowners, and these forms will now be no doubt generally, if not universally adopted in the Eastern trade. On a form for inward traffic they have not yet agreed. The Committee of underwriters on their part have published a Report discussing in detail and classifying the various exceptions to liability in the new form of bill lading stating which of them they consider to be covered by the ordinary form of policy, and recommending a clause to be annexed to policies on goods shipped under the new bill of lading, by which the insurer undertakes certain additional risks. When we mention that the exceptions so classified are thirty-four in number, it will be evident that a discussion of them in detail would be out of place here. Reference may be made by those interested in the matter to the reports published by the three com-

mittees. But we propose to call attention to some of the changes introduced which seem of most importance from a lawyer's point of view.

First, then, the ordinary bill of lading for steamers gave "liberty to call at any port or ports in or out of the customary route in any order." To what an extent the shipowners wished to carry their liberty in this respect appears from the recent case of *Mosenthal* v. *Henderson*, where, under a similar bill of lading, giving liberty to call at any port or ports in any order, the shipowner claimed the right to discharge part of his cargo for Port Elizabeth at that port, then sail away to Natal, and return to finish unloading at Port Elizabeth. The Court of Queen's Bench, it is true, refused in that case to listen to such an extreme construction of the old form, but it is evident that under a bill of lading in that form deviation would have been permitted to the shipowner which would have vitiated the policy, and yet the merchant would have had no remedy against the shipowner. The new bill of lading expunges the above words, and only authorises the shipowner "to take in coals or other necessary supplies at any intermediate port or ports," and "whilst so doing to discharge and receive goods and passengers." It is clear, however, that the deviation thus authorised must be *bonâ fide* for the purpose of coaling or obtaining supplies. The underwriters' report appears to suggest that such a deviation is covered by an ordinary policy; and probably this would be so where the original outfit was sufficient (see *Motteux* v. *London Assurance Company*, 1 Atk. 545; *Guibert* v. *Readshaw*, 2 Park, Ins. 637); but the ordinary policy would not authorise such a deviation where the original outfit was insufficient (see *Woolf* v. *Claggett*, 3 Esp. 257; *Forshaw* v. *Chabert*, 3 B. & B. 158; and the American case of *Aettell* v. *Wiggin*, 13 Mass. Rep. 68). The outfit must, however, be of course considered with reference to the circumstances of the case. A steamer must provide herself, not with all the coal and supplies necessary for the whole voyage, but with such a quantity as would be reasonably sufficient, considering the nature of the voyage and the opportunities of obtaining further coals and supplies *en route*. The liberty given by the new bill of lading, expressly authorising a stoppage at intermediate ports for coaling or supplies, seems to permit such stoppage even where the original outfit was *deficient* in the sense we have described. We have already stated that a stoppage in such case would in our opinion vitiate the ordinary policy, as amounting to a deviation. It is to be observed, however, that the additional clause proposed by the underwriters' committee to be added to a policy on goods shipped under the new bill of lading renders the underwriter liable for "all deviation provided for in the bill of lading." If, therefore, the stoppage did amount to a deviation, on account of the original outfit being insufficient, it would seem to be covered by the additional clause. But then it must not be forgotten that for a vessel to start without a sufficient outfit of "coals or other necessary supplies," would probably amount to unseaworthiness, and so discharge the underwriter. It may be a question how far the liberty to deviate for coals or supplies amounts to a waiver by the underwriter, to any and what extent, of the warranty of seaworthiness implied in a voyage policy. In a time policy there is clearly no warranty of seaworthiness since the decision in *Small* v. *Gibson* (4 H. L. 353.)

Next, the "liberty to tow and assist vessels in all situations" is limited in the new bill of lading to "all situation of *distress*." The generality of the former words has given rise to disputes and litigation, but we are not aware that there has been any legal decision as to their effect. The alteration puts the question at rest. We observe, however, that no specific mention whatever is made of the question of towage and assistance of vessels in distress in the Report of the underwriters' Committee, which professes to deal with all the exceptions and qualifications in the new bill of lading. The rule of English law would seem to be that a deviation to save life does not, but a deviation to save property only does, discharge the underwriter. That certainly is the American law. (See 2 Arn. on Ins. 480.) The law on the point, however, in this country is doubtful. (See *Papayanni* v. *Hocquard*, L. R. 1 P. C. 250.) Probably, however, the proposed additional clause as to "deviation provided for in the bill of lading" generally would cover this case also. The exemption of liability from vermin in favour of the shipowner has been erased from the new bill of lading. With regard to this change the decisions in *Laveroni* v. *Drewry* (8 Ex. 166) and *Kay* v. *Wheeler* (15 W. R. 495, L. R. 2 C. P. 302) by which shipowners were held liable for damages caused by rats are of importance.

A valuable clause is inserted, which had been, if we mistake not, already introduced into many bills of lading, that if certain dangerous substances be shipped without notice "they are liable upon discovery to be thrown overboard, and the loss will fall upon the shippers or owners of such fluids or goods." Loss by this very salutary provision the underwriters reasonably enough decline to accept, as a peril insured against in the ordinary policy. But cases might occur which it would be difficult to distinguish from an ordinary jettison, for which, of course, an underwriter is liable. The goods are to be discharged from the ship under the new bill of lading "as soon as *public intimation is given that* she is ready to unload," instead of "as soon as she is *ready* to unload," which was the old form. This is an important qualification of the ordinary rule of law that a shipowner is not bound to give notice of the arrival of his ship. The provisions in case of blockade or war are also modified in favour of the merchant. Instead of the master being allowed to discharge "at any other port which he may consider safe," he is to land the goods "at the nearest safe and convenient port into proper and safe keeping, giving immediate notice of the same to the consignees of the goods, so far as they can be ascertained." Lastly, there is the important stipulation added that, "in case any part of the goods cannot be found during the ship's stay at the port of destination," they are, when found, to be sent back by first steamer at the ship's risk and expense, and subject to any proved claimed for loss of market.

The following is a copy of the additional clause recommended by the underwriters:—

"The goods hereby insured being shipped under the ——— Eastern Trade Bill of Lading No. ———, it is agreed that the terms of this policy shall apply to the following sea perils therein referred to, in addition to such risks as are already hereby covered:—

"1. All deviation of voyage provided for in the said bill of lading, with any risks of land carriage incidental to the voyage.

"2. Sailing with or without pilots, and any act, neglect, or fault whatsoever of pilots, master, or crew, in the management or navigation of the ship, improper stowage excepted.

"3. All risks attending the goods by reason of their discharge into, retention at, and delivery from, any guarantine depôt afloat or ashore.

"4. In case of the goods being carried on to a more distant part through stress of weather, or because they cannot be found, the marine risk of the additional voyage, as well as of the return voyage, to their destined port, the assured agreeing to pay for such extra risk such premium as may be agreed upon."

Proviso 1 is a general stipulation of considerable value to the assured. Proviso 2 does not seem to cast much additional risk upon the underwriters, for it is clear law that it is no answer to a claim under a policy of marine insurance that the loss, though by a peril insured against, was brought about by the negligence of the master or crew, unless their incompetence is such as to amount to a breach of the warranty of seaworthiness. The case of *Davidson*

v. *Burnand*, L. R. 4 C. P. 117, 17 W. R. 121, is a recent authority on this point. There the underwriter was held liable for a loss occasioned by seawater flowing into the vessel whilst she was loading in harbour through a cock which had been negligently left open. The case of *Dixon* v. *Sadler*, 5 M. & W. 405, is the leading authority on this point. It may be mentioned that in the recent case of *Good* v. *Lond n Steam Ship Owners Association*, L. R. 6 C. P. 563, 20 W. R. 33, the omission to close a bilge cock whereby the water flowed into the vessel was held to be "improper navigation" within the meaning of a clause in a policy somewhat similar to that contained in the second proviso of the additional clause proposed by the underwriters' committee. The underwriters in their Report state that it is agreed that in the bill of lading and in the same proviso 2, where the shipowners exempt themselves from, and the underwriters accept liability in respect of "any act, neglect, or default of the master, &c., in the management or navigation of the ship," the word management cannot include stowage, and they expressly decline liability in respect of stowage. But in the last cited case Willes, J., and Montague Smith, J., both express an opinion that "stowage" *is* included even in the narrower term "navigation" unless in a port where stevedores are employed; though Smith, J., limits it to stowage which "affects the safe sailing of the ship." It is true that these are *obiter dicta*, but they are *dicta* of most learned judges. If then, "management or navigation" includes stowage, or at any rate stowage which "affects the safe sailing of the ship," by the exception in the bill of lading the shipowner exempts himself from liability in respect of such stowage, whilst by the additional clause the underwriter equally declines liability in respect of it. Considering then, that instances have incurred in which it has been suggested that bad stowage of heavy cargo such as iron has caused the loss of vessels, and as bad stowage in the wider sense—viz., bad as causing contact of different portions of the cargo is a most fertile source of complaint against shipowners, it would seem that this point is worth serious consideration,—though of more importance in an inward, than in an outward, bill of lading. Provisoes 3 and 4 add materially, it will be seen, to the risks incurred by the underwriter. It is curious indeed that the bill of lading provides that in case of go ods not being found that they shall be returned *at the ship's risk*, whilst the additional clause would seem to throw the risk on the underwriter on goods. If that be the meaning of the clause the fortunate merchant, if insured, would seem to have two strings to his bow. We have now mentioned some of the points raised by the new bill of lading which seemed to us to be of interest to lawyers as involving past or possible future litigation. The Reports are well worth perusal by anyone interested in mercantile law. They have evidently been considered and prepared with an amount of care and labour which reflects the highest credit on the gentlemen who have devoted so much valuable time and thought to the furtherance of public interests. We have no doubt that from their labours British commerce with the East will derive material and lasting benefit.

GOODS SOLD—AT WHOSE RISK?

What is the meaning of the maxim *res perit domino?* It means that the *dominus* of the thing that perishes has left to him neither the thing nor its worth. He cannot call upon any one else to make good to him his loss or give him an equivalent; the destruction of the thing is his loss, or, in other words, the thing is at his risk. Thus, so far as this maxim is true and applicable, the *dominus* of a thing who has sold it but not transferred the property, and who is, therefore, still the *dominus*, cannot claim the price from the buyer; and, in fact, there is *primâ facie* good reason to say that, as the seller has engaged to make the buyer *dominus* of the thing, inasmuch as he is no longer able to do so, and thus fulfil his part of the engagement, he can never be in a position to call upon the buyer to fulfil his concurrent obligation of paying the price. This, however, was by no means the rule adopted in the Roman law. According to that law, if the thing perished or was lost after the contract of sale was once made and before the transfer of the property, the risk was the buyer's; or, in other words, he must pay the price to the seller, who, on the other hand, held the right to sue on account of such destruction or loss in trust for the buyer—(Dig. 18, 1, 35 [4], [compare Dig. 18, 1, 57])—the only exception being, where a portion of a whole quantity had been sold, and not yet counted, weighed, or measured off. (Dig. 18, 1, 35 [5][6] and [7]). Thus the question with them did not turn on whether the property had passed, which it could not do until actual delivery of possession had taken place; but on whether the sale was complete (that is, whether the bargain was concluded), upon which completion the thing became, as we might say, equitably the property of the buyer by the ascertainment and appropriation of it to him.

Now in English law, by which property in chattels passes by the mere agreement of the parties, and without actual delivery, very much the same rule has prevailed in substance; but, owing to the difference just noticed, it has been put in a somewhat different form. If the sale was complete the risk passed to the buyer; but if the sale was complete the property also passed; therefore, to say that the risk had passed and to say that the property had passed came to much the same thing. The question might arise in either of two ways: upon a claim of the seller to be paid notwithstanding the destruction of the thing; or on a claim by the unpaid seller, upon the buyer's bankruptcy, to retain the property in the thing instead of being compelled to content himself with a dividend on the price. The question in each case was practically—Had the sale been completed, or did anything still remain to be done to complete it?—but this question presented a different aspect, according as it related to the property, or to the risk, or, in other words, the value or price. In order to pass property it must be ascertained what the thing is the property in which is to pass; property cannot pass in so many tons or gallons, the unascertained portion of a larger quantity. This would be clear by the Roman law; and it seems also clear by the English law, notwithstanding the isolated and strangely reasoned case of *Whitehouse* v. *Frost* (12 East. 614). Here then the price might be perfectly ascertained, viz., so many tons or gallons at so much a ton or gallon, amounting to so much; but the thing was not ascertained, the property in it therefore could not pass, and that being so, it was a natural inference that the price could not be exacted, and the property remained at the risk of the seller. On the other hand, the thing might be perfectly ascertained, but the price might depend on its quantity, which was not yet ascertained. Could, then, the sale be said to be complete so as to pass the risk to the buyer? Now this seems not so clear. There was not, as in the other case, any impossibility in the property passing to him; on the contrary, the thing was certain and ascertained. But on the other hand, the question arises, if the risk was to pass—what risk?—the price not having been ascertained, and, in the event of the destruction of the thing, becoming impossible of ascertainment. But if the buyer does not take the risk, is it reasonable that he should take the property, so as, for instance, in the event of the seller's bankruptcy, to be able to secure the whole advantage of a rise in the value of the commodity? It is very difficult to see how, without special stipulation, either the risk or the property can be said to have passed to the buyer. If, indeed, as in *Turley* v. *Bates* (2 H. & C. 201, 12 W. R. 438) the seller has done everything it lay on him to do and the buyer is to

morâ, then, if in consequence of that delay, either the thing or the price cannot be ascertained by reason of the destruction of the thing, the buyer may be liable in damages in the one case for the agreed price, in the other case for its approximate value at the agreed rate. But this liability is not the direct and normal result of the sale, but is the consequence of a wrong done by the buyer in violating an engagement which he had undertaken.

All this, however, only applies where there are no express or clearly implied stipulations upon the matter. It depends upon the intention of the parties whether the property does or does not pass, and these general considerations only apply in the absence of such definite and well marked intention (see *Shepherd* v. *Harrison*, L. R. 5 H. L. 116). And again, as there is no absolute rule that the risk and the property must be with the same person, the determination as to the one is not conclusive as to the others; so that, although it is true as a rule that they go together, the question has to be asked, according to the requirements of each case, Has the risk passed? or has the property passed? as a separate and independent question.

The two recent cases of *Castle* v. *Playford*, in the Exchequer Chamber (20 W. R. 440, L. R. 7 Ex. 98), and *Martineau* v. *Kitching*, in the Queen's Bench (20 W. R. 769, L. R. 7 Q. B. 436), illustrate this. In the former, the defendant (the buyer of a cargo of ice) undertook that upon the receipt of the shipping documents he would take the risk of the cargo; payment to be made according to the quantity of the cargo as delivered. The ship was lost, but he was held bound to pay for the ice on an approximate calculation, the Court inclining to think, but declining to decide, that the property as well as the risk had passed. In the more recent case of *Martineau* v. *Kitching* a similar decision was come to. By the usage between sugar refiners and the brokers who buy from them, the broker, after purchasing a lot of sugar, was allowed to let it remain for two months on the sugar refiner's premises, and at his risk. A definite lot of sugar is actually appropriated to the broker (in what exact mode does not appear), but, until it is weighed upon delivery out to him, the total price, which is, of course, a rateable price, cannot be ascertained. Inasmuch, however, as the payment is at one month, whilst the delivery is at two months, an approximate sum is paid calculated on the average weight of the "fillings" of sugar bought, which is afterwards adjusted, by increase or deduction, when the sugar is weighed upon delivery. The defendant, a sugar broker, had bought sugar in this manner of the plaintiffs, and had allowed it to remain on the plaintiffs' premises beyond the two months of plaintiffs' risk, and until it was destroyed by fire. He contended that the property had never passed to him, as the sugar had not been weighed, and that he was therefore not liable for the price. The Court held it unnecessary to decide whether the property had passed, because they held that at any rate the *risk* had become his, and, following the case of *Castle* v. *Playford*, they held him liable to pay the approximate value; some members of the Court also expressing an opinion that the property had passed to him.

It is to observed that this decision is not inconsistent with *Simmons* v. *Swift* (5 B. & C. 857) (on which Cockburn, C.J., made some strong observations); for that case did not require the Court to hold that the property had passed, nor did it—at least with all the judges—turn upon the question of whether the property had passed. Littledale, J., expressly said that he did not decide it upon that ground, but on the ground that an action for goods bargained and sold would not lie for want of the seller being able to aver that he was able and willing to deliver. But Littledale, J., did not say that a special form of action would not lie; nor do the Court here decide that an action for goods bargained and sold will, but only that on a special case the defendant was liable. The result being the same, the difference may appear a merely technical one; but in considering the principle of the matter it is not unimportant.

RECENT DECISIONS.

EQUITY.

DISPOSAL OF REAL ESTATE BY MARRIED WOMAN.

Pride v. *Bubb*, L.C., 20 W. R. 220, L. R. 7 Ch. 64.

Lord Westbury, in the leading case of *Taylor* v. *Meads* (13 W. R. 394), in which *Lechmere* v. *Brotheridge* (11 W. R. 814, 32 Beav. 353), and some earlier cases, were overruled, laid it down that a married woman entitled to realty for her separate use, can dispose of it by will, or by deed without acknowledgment, under the Fines and Recoveries Act, just as if she were a *feme sole*; and that has been accepted as the law ever since. The question raised in the present case was upon the extent to which a separation deed executed by husband and wife, and acknowledged by the wife, operated to turn her realty into separate estate. In *Crofts* v. *Middleton*, 2 K. & J. 194, the present Lord Chancellor, when Vice-Chancellor, held that the Fines and Recoveries Act had not removed a married woman's disability to *contract* respecting her real estate; that while she could *convey* her real estate by deed, acknowledged under the Act, the Act did not operate so far as to make her mere *contract* (though by deed acknowledged) binding on her or her heirs. The Vice-Chancellor's decision in *Crofts* v. *Middleton* was reversed by the Court of Appeal (4 W. R. 439, 8 De G. M. & G. 192), the Court appearing to be of opinion that the Vice-Chancellor was wrong in his view as to married women's power of making binding *contracts* under the Act; and in the present case Lord Hatherley accepts the appeal decision in *Crofts* v. *Middleton* as distinctly overruling his own decision on that point. In *Pride* v. *Bubb*, by a separation deed made between the husband and wife and trustees, and acknowledged by the wife, it was agreed that the wife should hold all the real estate of the husband and wife, or either of them, in her right, as her separate property. The husband then purported to convey such real estate to the trustees on appropriate trusts, but there was no conveyance of real estate by the wife. On these facts it was argued that the deed was incomplete, and the real estate had not become the wife's separate property; and as a part of this contention it was again argued that the 77th section of the Fines and Recoveries Act does not give effect to a married woman's mere *contracts*. On the latter point Lord Hatherley, as we have noticed, took *Crofts* v. *Middleton* (on appeal) as settling that point. The deed contained a declaration by the wife that the realty in question, including a reversion, should be her separate property, and this and the intention of the deed the Lord Chancellor treated as making it become so.

LAPSE OF TIME—ACQUIESCENCE.

Sleeman v. *Wilson*, V.C.B., 20 W. R. 109.

The bearing of the Statutes of Limitation upon the right to equitable relief is well stated in Messrs. Darby & Bosanquet's work. Prior to the 3 & 4 Will. 4, c. 27, no Statute of Limitations applied in terms to proceedings in the courts of equity, and that statute relates to real property only. Yet, equity following the law, the equity courts have considered themselves bound to yield the same obedience to Statutes of Limitation that courts of common law were expressly required to yield (see Lord Camden in *Smith* v. *Clay*, 3 Bro. C. C. 639, and Lord Redesdale in *Hovenden* v. *Annesley*, 2 Sch. & Lef. 630); the result being that in cases where there is an analogous legal remedy within the scope of a Statute of Limitation, the Courts of Equity have regarded themselves as strictly bound by the very letter of such statute; while in cases where there is no analogous legal remedy the Courts of Equity have not considered themselves bound by any express rules. But where a trust—an express, and not a

mere constructive trust—has been created, no mere lapse of time is allowed to interpose a bar to the rights of the *cestui que trust* against his trustee. We say no mere lapse of time, because lapse of time, accompanied by acquiescence, is a very different matter. "A Court of Equity," as Lord Camden said in *Smith* v. *Clay* (*ubi sup.*), "which is never active in relief against conscience or public convenience, has always refused its aid to stale demands where the party has slept upon his right, and acquiesced for a great length of time." In *Chetham* v. *Hoare*, L. R. 9 Eq. 571, a suit was instituted under the 26th section of 3 & 4 Will. 4, c. 27 (which excepts cases of concealed fraud from the barring provisions of that statute), to recover certain real property to which plaintiff's predecessor in title became, as plaintiff alleged, entitled in 1769. Plaintiff rested his case on the mutilation of a parish register, owing to which a certain marriage of 1724, on which plaintiff's title hinged, was not provable until 1868, when plaintiff accidentally lighted on a transcript. Vice-Chancellor Malins allowed a demurrer to the bill, on the ground that plaintiff and his predecessors had not used "due diligence," observing that the marriage might have been proved in various ways besides from the parish register, and proper diligence could have obtained at a far earlier time evidence that would have satisfied the Court. In *Sleeman* v. *Wilson* property held on trust comprised a bond; this bond the trustee never enforced, and the bond debt became lost, so far as recovery from the debtor was concerned. The *cestui que trust* knew of this in 1833, but took no steps until after the death of the trustee in 1870, when she and her husband filed a bill against the trustee's estate, praying to be recouped the amount. Except so far as this matter may have continued a trust, the relationship of trustee and *cestui que trust* seems to have terminated before 1833. The reason given by the plaintiffs for not proceeding against the trustee during his lifetime was they did not want to disturb the friendly relations between him and them, which, as the Vice-Chancellor remarked, of itself put them out of court. The case adds one more to those which show that parties, if they wish to enjoy the pleasure, the convenience, or the contingencies of advantage arising from delay, must be prepared to accept any disadvantage which may arise from forfeiture of their remedies.

COMMON LAW.

NUISANCE.

Barnes, Appellant v. *Ackroyd, Respondent*, Q.B. 20 W. R. 671, L. R. 7 Q. B. 474.

Cook, Appellant v. *Montagu, Respondent*, Q.B. 20 W. R. 625, L. R. 7 Q. B. 414.

Norris, Appellant v. *Barnes, Respondent*, Q.B. 20 W. R. 703.

Reg. v. *Justices of the West Riding of Yorkshire*, Q.B. 20 W. R. 712.

These four cases, which all relate to the Nuisance Acts, may be conveniently noticed together.

In the first (*Barnes* v. *Ackroyd*) it was decided that the owner and occupier of a "fire-place or furnace" is the person "by whose act, default, permission, or sufferance," it sends forth black smoke; and that it is not necessary in order to ground proceedings against him to show that the man in charge "cannot be found or ascertained" (18 & 19 Vict., c. 121, s. 14). Considering that in *Reg.* v. *Stephens* (L. R. 1 Q.B. 702) it was held that the owner of a wharf was liable to indictment for a nuisance caused by the conduct of his business there by his servants in a manner contrary to his express directions, the point decided here could scarcely be doubtful.

In *Cook* v. *Montagu* a curious confusion occurred. A nuisance occurred in an upper floor tenanted by A, as undertenant to B, the lessee of the house, and which therefore presumably arose by A's "act, default, permission, or sufferance." A being resident on the spot, there could have been no difficulty in "finding or ascertaining" the persons "by whose act, &c.," the nuisance arose. But the Justices chose to make an order, not either against A, nor against B, as "owner or occupier," but against C, who received the rent of the house from B, as agent for D, his landlord. But it was not observed that although s. 2 includes under "owners" a person receiving the rent, though merely as an agent, the receipt which is there to constitute the receiver "owner" must be a receipt "from the *occupier* of such property," *i.e.*, the property on which the nuisance arose. But B, who had let the upper floor, was no longer occupier of it; C therefore did not receive rent from the occupier, but B did; B was therefore the "owner" within the statute, and the order should have been made against him. Although A was only a weekly tenant, it would have been difficult to hold that B was actual occupier, especially since the treatment of *Gandy* v. *Jubber* in the Exchequer Chamber (5 B. & S. 485), but in fact it rather seems the order ought to have been made on A.

In the third case (*Norris* v. *Barnes*) it was held by the Court (Lush, J., dissenting) that, by reason of the incorporation of 18 & 19 Vict., c. 121, s. 44, with 29 & 30 Vict., c. 90 (Sanitary Act, 1866), furnaces for smelting ores or minerals are wholly exempted from the operation of the latter Act. The result is unfortunate, but (notwithstanding the reasons to the contrary given by Lush, J.) we fear the conclusion is irresistible, and that fresh legislation is the only remedy.

By way of set-off to this failure, it is gratifying to learn from the fourth case (*Reg.* v. *Justices of the West Riding of Yorkshire*) that where a chimney, after an order upon its owners to cause it to cease smoking, continues to smoke after the time limited by the order, a distinct offence is committed, and a distinct penalty incurred by every day's disobedience.

MALICIOUS TRESPASS—JURISDICTION OF JUSTICES.

White v. *Feast*, Q.B., 20 W. R. 382, L. R. 7 Q. B. 351.
Reg. v. *Justices of Essex*, Q B., 20 W. R. 670.

The first of these two cases need create no surprise. The Court did nothing but give their fair effect to the words of the statute (24 & 25 Vict. c. 97, s. 52). The Act gives a power to justices to convict summarily for "wilfully or maliciously" committing any "damage, injury, or spoil, to or upon any real or personal property," with a proviso that "nothing herein contained shall extend to any case where the party acted under a *fair and reasonable supposition* that he had the right to do the act complained of." It was held that the effect of the proviso is that it is not enough to withdraw the case from the justices that there is a "real and *bona fide* claim of right;" there must also be a "fair and reasonable supposition of right." In other words a man who commits such "damage, injury, or spoil" must be able to give a tolerably intelligible and reasonable account of why he thinks he has the right which, in fact, he has not. The section undoubtedly puts a weapon of great power in the hands of justices, and one that needs to be very cautiously used; but as it can scarcely be said that any claim is really *bona fide* which is destitute of any fair and reasonable ground, the adding of this condition cannot well be complained of. But however this might be, the matter was really *res decisa*, for in *Reg.* v. *Dodson* (9 A. & E. 704, which, however, was not cited) the same construction was put on 7 & 8 Geo. 4, c. 30, s. 24, of which the present section is only a re-enactment.

But in the second case a further step was taken which there seems nothing in the statute to warrant. The defendant had applied for a certiorari to bring up and quash a conviction under the section. He certainly failed to show that he had any fair or reasonable ground for his claim; but not satisfied with this Blackburn and Mellor, JJ., held that the question could not be raised on certiorari It is difficult to see the reason of this determination. It was always held that certiorari lay in cases where by reason of a claim of right being made or a question of

title arising, the juri-diction of justices was ousted, and there is nothing in the statute to take away the certiorari where the jurisdiction is ousted under this section. The proviso is express that the section "shall not extend" to cases where there *is* a "fair and reasonable supposition," &c., not where the justices are satisfied that there is a fair and reasonable supposition. Moreover, Blackburn, J., himself uses the expression that the jurisdiction is *ousted* where there is such a supposition; but if it is ousted it no longer exists, and the remedy by certiorari must therefore still be applicable as for excess of jurisdiction, unless it is in the future to be held that the justices can conclusively find the fact which gives them juri diction. In what respect does the present case differ in principle from *Reg.* v. *Kayley* (10 L. T. N. S. 339), and similar cases arising upon the question of church-rate? It may be that it was part of the justices' duty to inquire both into the existence and into the fairness and reasonableness of the supposition, but it does not follow that no certiorari lies if they find amiss. In *Pease* v. *Chaytor* (3 B. & S. 620), it was held that justices were not liable for an innocent error as to the *bonâ fides* of a person disputing a church-rate, because they were bonnd to inquire into it. But none the less a certiorari lay (and had been in that case, as it was in *Reg.* v. *Nunneley*, E. B. & E. 852, effectually used), to bring up and quash the order. The defendant's pretence was in this case so obviously frivolous, that it was quite unnecessary to go into the other question; what was said upon it must therefore be taken as *obiter dictum*.

REVIEWS.

Life Insurance in 1872: *Being a summary and analysis of the accounts of the Life Insurance Companies of Great Britain and Ireland, as now for the first time exhibited by the returns deposited with the Board of Trade in pursuance of the Life Assurance Companies Act*, 1870. By T. B. SPRAGUE, M.A., Vice-President of the Institute of Actuaries. Part I. London: Laytons.

Anything that Mr. Sprague may have to say on the subject of life assurance is sure to be worth attention. In this pamphlet he explains successively, as his experience enables him to explain, the Nature of the Returns under Mr. Cave's Act, the Old Practice as to Publication of Accounts, the Evil Effects of Secrecy, the Effects of the Act of 1844, the Necessity for Amalgamation in Certain Cases, the Importance of Proper Terms in Amalgamation, the Results of Fraudulent Amalgamations, the Beneficial Effects of Mr. Cave's Act with some suggested alterations, the American System of State Supervision, and other parts of the subject. As to proposals for the future, Mr. Sprague thinks that the American system, in addition to other objections, has, though well adapted to secure the solvency of companies *in their infancy*, a most prejudicial tendency to stereotype the form of business and prevent future improvements. The American companies, he thinks, have been too recently established for opinions to be formed as to the applicability of the system to a maturer stage of their developments; although he sees some objections already. While admitting that the decisions of Lord Cairns on the subject of what is called "novations" "are in complete accordance with the principles of English law," Mr. Sprague nevertheless thinks that "it would have been much more in accordance with justice if it had been held that the policyholders' claim on the original company subsisted until, by some express act, he had formally renounced it." We are not sure even of that. The case of these policyholders is hard no doubt, but we incline to believe that in nine cases out of ten of those who are held entitled to claim on the Albert only, the hardship consists in the insolvency of the Albert, and not in the loss of claim on the original companies. *Vigilantibus, non dormientibus, subvenire* is a just, as well as wholesome, maxim; and if one could enter into the minds of policyholders as they were years ago, it would probably be found that of those who are now held to be "novated" some never paid any attention to the matter till the crash came, and the bulk of the remainder regarded vaguely in their minds their insurances as turned over to the new company. When the crash came there were, not unnaturally, as human nature goes, loud outcries to the contrary; and it may be that amid the undoubted hardships of the case public sympathy has unconsciously given too much credence to those utterances.

Rather more than half of Mr. Sprague's pamphlet is taken up with returns and statistics which do not fall within our province. In the second part of his work, which is yet to come, he promises to show how these materials may be used to form opinions as to the position of companies, and also himself to institute comparisons.

COURTS.

THE ALBERT LIFE ASSURANCE ARBITRATION.*

(Before Lord CAIRNS.)

May 1.—*Re the Medical Invalid and General Life Assurance Society. Clarke's case.*

Life assurance company—Amalgamation of companies—Winding-up—Policy—Novation of contract—Refusal to accept new policy or have policy indorsed—Bonus circular.

On the amalgamation of the M. Life Assurance Company with the A. Life Assurance Company it was provided by the deed of amalgamation that "those policyholders of the M. Company who should decline to accept substituted policies should be entitled to keep on foot their present policies by paying the premiums thereon to the A. Company, which was to undertake the liabilities of the M. Company in respect of such policies." The local agent of the M. Company at Newport, in pursuance of instructions from the A. Company, accordingly called on C., a holder of two M. policies, and endeavoured to persuade him to accept new A. policies in lieu of his M. policies, or to have his policy indorsed by the A. Company, but C. refused to accept new policies or to have his policies indorsed, and at the same time said he would not relieve the M. Company from its liability on his policies. The premiums were thereafter paid by C. to the A. Company, and the receipts were in substance M. Company's receipts.

Held, that C.'s rights against the M. Company were, under these circumstances, still kept alive. But semble, *that if the M. Company had been able, (as they endeavoured but failed to do), to show that a bonus had been declared by the A. Company on C.'s policies and accepted by C., that would have taken away C.'s claim against the M. Company.*

This was a claim by Mr. Clarke to rank as a creditor of the Medical Invalid &c. Society in respect of two policies granted to him by the society on his own life.

The facts of the case are set forth in the judgment; the premiums being paid after the amalgamation to the local agent at Newport, and the receipts being in substance Albert Company's receipts, the following being the form of the last:—

"Albert Life Assurance Company,
7, Waterloo-place, Pall-mall,
London, S.W.

Received (per cheque) this 29th March, 1869, the premium for the renewal of policy mentioned in the margin hereof: the amount of which premium and the period for which it is received are also mentioned in the margin.

W. BEATTIE, Director.
R. CABELL, Accountant."

The margin containing:—"Receipt No. 2,618. M. Policy No. 4,454. Sum assured, £499 19s. Life, J. Clarke. Premium, £12 16s. 3d. For 12 months from 28th February, 1869."

Mr. Clarke was prevented by illness from appearing to be cross-examined, but it was determined that the case should proceed without his cross-examination.

Napier Higgins, Q.C., appeared for Clarke, and *Lemon* for the Medical Invalid Society.

Lord CAIRNS.—I will take the undisputed facts of the case first. By undisputed facts I mean those facts which do not rest on the testimony of Mr. Clarke, who had been called up for cross-examination, and whose cross-examination cannot be taken in consequence of circumstances for which neither he nor any other person is responsible, but who may be supposed to have given testimony, which is open to more or less criticism.

* Reported by Richard Marrack, Esq., Barrister-at-Law.

The undisputed facts are these: On the amalgamation of the Albert with the Medical, it was provided that the policyholders in the Medical, should be invited to substitute for their subsisting policies, other policies to be issued by the Albert. The local agent at Newport of the Medical was Mr. Grimes. Mr. Grimes has made an affidavit. It has not been proposed to cross-examine him—I have no doubt, a very proper resolution on the part of those who conduct the case on the part of the Medical. I only observe on it, as showing that I must take Mr. Grimes' evidence, as evidence not in any way impeached. What he says is this, "That after the transfer from the Medical to the Albert I was instructed by the secretary of the Albert to call upon the holders of policies in the Medical Invalid and General Life Assurance Society, who resided in Newport, and to solicit, and to endeavour to persuade them to accept new policies in the Albert in lieu of their policies in the Medical Invalid, or to have a memorandum indorsed upon their policies, transferring the liability of the Medical Invalid on the said policies to the Albert." That was just what one might have expected, and was in accordance with the deed of amalgamation; and the instructions which were given to Mr. Grimes, were the instructions which one would have anticipated from the contents of that deed.

Then Mr. Grimes continues—"I distinctly recollect calling on the policyholders, and, amongst others, on Mr. Clarke, and, in accordance with instructions as aforesaid, endeavouring to pursuade him to consentto accept such new policies in the Albert in lieu of his two policies in the Medical Invalid Society, or to have the memorandum referred to in the third paragraph of this, my affidavit, endorsed on them, which would have thereby discharged the liability of the Medical Invalid and General Life Assurance Society. Mr. Clarke refused to have or accept such new policies in the Albert in lieu of his two policies in the Medical, or to have the memorandum endorsed thereon, asserting that he was perfectly content with the security of the Medical, and that he declined and refused to relieve the Medical Society from its liability on his two policies." Then he says, "I thereupon informed the secretary of the Albert that Mr. Clarke had so refused to accept the liability of the Albert Company in lieu of the liability of the Medical." So far as Mr. Grimes is concerned, therefore, his evidence is unequivocal and complete. He applied to Mr. Clarke to induce him to substitute the liability of the Albert. Mr. Clarke refused to consent to the substitution of the liability of the Albert. He, Mr. Grimes, informed the secretary of the Albert, that Mr. Clarke had so refused. The secretary of the Albert is not called to impeach this statement, and, the information having been by letter, there is no evidence that there was not a letter; there is no letter produced which on the face of it would bear a different interpretation from what Mr. Grimes puts on the letter which he sent. I am bound therefore in this case to take it as uncontradicted and unchallenged evidence in the case.

That being so, what the deed of amalgamation says is this, "That the policyholders in the Medical who shall decline to accept such substituted policies shall be entitled to keep on foot their present policies by paying the premiums thereon to this the Albert Company, which shall undertake the liabilities of the said Medical Invalid and General Life Assurance Society" (that is as between themselves and the Medical) "in respect of such policies."

The state of things, therefore, which we get to at this point is this: the amalgamation—a stipulation that the policyholders should be asked to substitute liability—a request made to Mr. Clarke to substitute liability—a refusal by Mr. Clarke to consent to the substitution—a provision in the deed of amalgamation that if any one so refuses he might pay his premiums to the Albert, but that the effect of that would be to keep alive his right against the Medical. Nothing can be more complete than that chain.

That seems to me to have brought about a state of things which might of course afterwards have been altered, but it seems to me that it throws distinctly the *onus* upon those who represent the Medical, to show that this state of things which was thus brought about was afterwards altered, and that a new *status* was arrived at. The official liquidator in chancery endeavoured to do that, and that is the only way in which it seems to me the question about the bonus is material. I do not think the question of the bonus, or what was done about it is material to Mr. Clarke. I think his case, at the point I have left it, is complete. There is nothing more that he requires to prove. It must now be for the other side to show, as I have said, that that *status* was altered. The official liquidator properly endeavoured to do it. There was a bonus declared on all policies, and amongst the rest on these policies by the Albert. A circular was sent to all the policyholders to tell them of it. There is a column in the Albert books to show the case in which the bonus was specially dealt with by cash payment, or by reduction of premiums, and where not specially dealt with according to the circular, it would be added to the reversionary amount of the policy. If it could be brought home to Mr. Clarke that he had assented to that bonus, and received it, or agreed or allowed it to be added to his policy without observation, the case might have been brought nearer some of those that have been decided.

Here it is that it seems to me Mr. Clarke's evidence may fairly be referred to. I notice the observation, a very just one, that Mr. Grimes has not said anything on the subject of the bonus. In the first affidavit Mr. Grimes could not have said anything about it, for the bonus does not seem to have been adverted to either by Mr. Clarke or Mr. Grimes at that time, it was only brought to the notice of Mr. Clarke by the official liquidator's affidavit. But although it is true that Mr. Grimes has not made a second affiidavit, Mr. Grimes was open to be called by those who represent the company, and they need not have called him as their own witness: they had a right to cross-examine him on his former affidavit, and might have asked him any question they pleased by way of contradiction of Mr. Clarke's statement. It appears from the course of business that the bonus circular would be sent, and was sent to Mr. Grimes, as the local agent, to be handed to the different policyholders at Newport. Now what Mr. Clarke says is this: "I remember that in the year 1863, I was informed by Mr. Samuel Cooper Grimes, who had formerly acted as agent for the above named society, and who was at that time acting as agent for the Albert Company, that a bonus had been declared upon my two policies by the Albert Company, and that he had some papers with respect to such bonus for me at his office, and that I then told him as such agent that he need not trouble himself about any such papers, as I had nothing to do with the Albert Company, and that I would not accept any such papers from the Albert Company, as I did not recognise them in any way, and as I had told him before. I then again informed him that I was not satisfied with the transfer of my policies from the above society to the Albert Company, and that I had not recognised such transfer, and that I still held and would continue to hold the above society liable upon the said policies."

The *onus* then having been thrown on the Medical to show that the *status*, that was brought about on the former meeting of Mr. Grimes and Mr. Clarke, was changed, the only way that they do that being by showing that a circular was sent with regard to this bonus to Mr. Clarke, I am obliged to take Mr. Clarke's statement of what passed on the occasion of his hearing of that bonus circular. It seems that he has prevented that counter case having any effect as against him. He has, by evidence which here I must give weight to, shown that when he was informed of the bonus circular, he said the paper need not be given to him, that he could not recognise the Albert, and that he continued to hold to the Medical.

Therefore I am of opinion he is entitled to say he is one of those persons who have declined to accept a substituted policy, that he has kept on foot his original policy as against the Medical, by the payment of premiums to the Albert, according to the terms of the amalgamation deed.

Higgins.—Your Lordship will allow the claim, and with costs?

Lord CAIRNS.—Yes. In allowing it with costs I must take a note that Mr. Clarke must be allowed no costs connected with his being called for cross-examination.

Lemon.—Your Lordship's decision raises another question as to the bonus. The bonus of the Albert he will not be entitled to receive.

Lord CAIRNS.—Certainly not. That must be written off. Probably it has been valued.

Lemon.—It has been included in the value.

Lord CAIRNS.—It must be taken off.

Higgins.—I do not know whether we may not have a right to bring in a separate claim for damages, or a claim on some other ground as against the Medical for having given him a worse policy than he was entitled to. It will be without prejudice to any claim he may be advised to make.

Lord CAIRNS.—I will say nothing about that.

Lemon.—I do not know what more my friend wants.

Higgins.—You contracted to give us a bonus and you have not given us a bonus.

Lord CAIRNS.—That might be termed an indirect claim.

Higgins.—I intended to observe on that, that the Medical contracted with us to last for a thousand years, that is part of their contract with us, and to carry on business. I submit that we ought to be entitled to claim in respect of any loss we have suffered.

Lord CAIRNS.—By their not lasting a thousand years?

Higgins.—By their not carrying on business, taking the additional premium for us—

Lord CAIRNS.—I have no doubt he will be very well advised by you.

Higgins.—Perhaps in the valuation, although we might not be credited with the amount, we ought not to have a valuation of our premiums at the bonus premiums; we ought to have it on the non-bonus premiums, because the Medical ought not to be allowed to charge us with the greater premium for that in respect of which—

Lord CAIRNS.—None of the policies are valued on the profit premiums.

Solicitors, *Walker, Kendall & Walker, Johnson & Weatheralls.*

COURT OF CHANCERY.

VICE-CHANCELLOR MALINS.

July 20, 23, 24.—*Thomas* v. *Howell and Others.*

Practice—Conduct of Sale—Discretion of Judge.

In this case the plaintiff, who took one-fourth of the residue, had obtained the usual decree for the administration of the estate of the testator John Howell, and the defendants, who were the executors and devisees in trust for sale and were also interested in three-fourths of the residue, now applied in chambers by summons for an order to sell the leasehold estates of the testator, and that the carriage of such sales might be given to them. Upon the matter coming before the chief clerk he held that the case was parallel with *Knott* v. *Cottee*, 27 Beav. 33, and that the carriage of the sales must, following the usual practice, be given to the plaintiff. The summons was, however, at the request of the defendants, adjourned for the consideration of the judge, who said: "The mere filing of a bill does not necessarily take the conduct of the sales out of the hands of the trustees, and here the testator has selected the persons to sell. The defendants in this case are interested in three-fourths of the residue, the plaintiff in the remaining one-fourth; all parties have therefore the greatest interest in selling the estates in the most advantageous manner. The plaintiff and the defendant James Thomas appear to be only relations of the testator, and I shall be very much guided in my opinion by the defendant Thomas's wishes; if he wish that the conduct of the sale be given to the defendants' solicitors, I shall give it to them, adjourn the matter to Mr. Buckley for him to ascertain the defendants' wishes, and act accordingly."

On the 24th the matter again came before the chief clerk, and the defendant Thomas desiring that the sales should be given to the defendants' solicitors, the chief clerk made the order according to the summons, giving the carriage of the sales to the defendants' solicitors.

Solicitors for the plaintiff, *Rosser & Cotton.*

Solicitors for the defendants, *Merriman & Pike.*

COUNTY COURTS.

The following order has been made by the Lord Chancellor:—I, the Right Honorable William Page Baron Hatherley, Lord High Chancellor of Great Britain, do, under the powers vested in me by the county court rules, hereby order that the offices of the county courts may be closed on the fifth day of August, 1872.

Given under my hand this twenty-ninth day of July, 1872.

HATHERLEY, C.

APPOINTMENTS.

Mr. ISAAC NEWTON EDWARDS, solicitor, of St. Albans, Herts, has been appointed Treasurer of the Liberty of St. Albans, in succession to Mr. R. G. Lowe, deceased. Mr. Edwards was admitted an attorney in 1863, and is a partner in the local firm of Blagg & Edwards. He is a member of the Solicitors' Benevolent Association.

Mr. WILLIAM HENRY OLIVER, of No. 64, Lincoln's-inn-fields, has been appointed a London Commissioner to administer oaths in Chancery.

Mr. WILLIAM HENRY CHURTON, of Chester, has been appointed a Commissioner to administer oaths in Chancery in England.

GENERAL CORRESPONDENCE.

LANDLORDS' REMEDIES.

Sir,—The following case illustrates the working of the Lodgers' Goods Protection Act, 1871, and fully proves the truth of your remarks on page 762 (No. 42, 1871).

A client of mine let a house on a tenancy from year to year. The tenant afterwards assigned or underlet to another party without my client's consent, and then left the neighbourhood. The new occupier having neglected to pay the rent for two quarters my client distrains, and is met by a declaration under the Lodgers' Act made by the mother of the occupier, that the whole of the furniture belongs to her. At the same time the tenant, who is a worthless fellow, expresses his determination to "stick in possession," and a year or more must elapse before he can be turned out by a proper notice to quit. W. T. W.

[This case sounds a suspicious one, and were we in our correspondent's place we should be inclined to contest it, by putting in the distress. See a similar case before the Hammersmith Police Court, *ante* p. 233. See also two other cases noticed *ante* pp. 115, 135.—ED. S. J.]

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 26.—The *Enclosure Law Amendment Bill* was, on the motion for receiving the report of amendment, thrown out by 65 to 53.

The *Railways Rolling Stock (Distraint) Bill*, the *Wild Birds Protection Bill*, the *Bastardy Law Amendment Bill*, and the *Judges' Salaries Bill* were read a second time.

July 30.—The *Corrupt Practices at Municipal Elections Bill* passed through committee.

The *Wild Birds' Protection Bill* passed through committee, with an amendment by the Earl of Malmesbury providing that there should be no punishment for a first offence, in respect of small birds.

The *Parish Constables Abolition Bill* was read a second time.

The *Railway Rolling Stock (Distraint) Bill*, the *Bastardy Law Amendment Bill*, and the *Judges' Salaries Bill* were read a third time and passed.

Mr. Leonard Edmunds.—In reply to Lord Redesdale, Earl Granville, on the part of the Government, declined to reopen the accounts between Mr. Edmunds and the Government.

HOUSE OF COMMONS.

July 26.—The *Intoxicating Liquors (Licensing) Bill* was considered in committee. On clause 14 (penalties for harbouring reputed prostitutes), Mr. Muntz proposed to omit the word "reputed": this amendment was supported by Mr. Mellor, Mr. Locke, Mr. H. B. Samuelson, and Mr. H. Lewis; opposed by Mr. Henley, Mr. Dodson, Mr. Bruce, and Sir H. Hoare, and negatived by 161 to 35; and Mr. Locke then proposed to strike out the words "whether the object of their resorting to the house be prostitution or not." This was supported by Mr. V. Harcourt, but rejected by 182 to 128.—At the instance of Mr. Watney and Sir H. Selwyn-Ibbetson, the Home Secretary consented to qualify the clause by inserting a condition that the licensed victualler shall only be liable if he permits

these persons to remain longer than is necessary for the purpose of obtaining reasonable refreshment.—Mr. J. G. Talbot proposed that whereas the clause provides that each conviction shall be recorded on the license, a direction should be given to the magistrate by adding the proviso, "unless the convicting magistrate shall otherwise order."—Mr. Bruce objected; and, after some discussion, the amendment was carried by 165 to 159. On clause 15 (penalty for permitting premises to become a brothel) Mr. Hughes proposed to add a suspension of the licence for five years; but it being pointed out that the penalty would fall on the owner, who might be innocent, Mr. Hughes withdrew it. On clause 19 (the first of the adulteration clauses) Mr. Candlish objected to that part which compels a licensed victualler convicted of adulteration to acquaint his customers with the fact by a placard which is to be kept up for a fortnight.—Several other members took a similar view, but on the whole a very general opinion was expressed that adulteration, as the worst offence a publican can commit, ought to be dealt with severely.—Mr. Bruce promised to reconsider the point.

The *Parish Constables Abolition Bill* was read the third time and passed.

Judical Organisation.—On the motion for going into committee of supply, Mr. V. Harcourt called attention to the report of the Judicature Commission, with a view of recommending improvements in the judicial organisation of the country. In round numbers it might be estimated that the cost of the judicial establishments were about £2,000,000 a year. Everybody who took an interest in the subject, on looking into the report of the Judicature Commission would find that the existing administration of the law must be inefficient, because in nearly every branch of it reform was recommended. Substantially, however, nothing had been done, though this report was presented nearly three years ago. Lord Palmerston once spoke of an ignorant impatience of taxation; but in this case there was what he would describe as an ignorant patience of the evils of the law. Persons who knew nothing of the subject regarded as inevitable evils which others who had paid attention to the matter knew to be capable of being remedied. Lord Langdale once accounted for the fact that so little was heard of the evils of the legal system, notwithstanding that these tended more than anything else to unfasten the links which bound society together in harmony, by the reflection that during the progress of their suit both parties feared to excite any unpleasant feelings in the mind of the judge, and the decision once given, the successful party naturally saw in it the triumph of justice, or if he was conscious that his cause had prevailed through the error of the judge, he was at least disposed to enjoy his triumph in silence. The disappointed suitor, on the other hand, like the discarded servant, was conscious that any representations of his would be viewed with suspicion. He himself had received from Liverpool very strong representations as to the dissatisfaction felt with the existing administration of the law. With the object of endeavouring to improve the existing condition of affairs, he had put down a few definite propositions which it seemed to him desirable to carry out. First, the consolidation of the multifarious superior law courts with distinct jurisdictions into one supreme court, which should exercise universal jurisdiction, without technical distinction as to the form of remedy. That was a change recommended by the Judicature Commisson, and he belived approved by everybody. His second proposal was the creation of a single High Court of Appeal for the whole Empire, constituted with a sole regard to judicial efficiency and severed from all political functions. This was a point upon which he believed the House of Commons, at all events, was agreed. In the third place he proposed that there should be a reconstitution of the local tribunals with a view to giving greater efficiency to the provincial administration of justice, embracing under this head a reorganisation of the county courts, and the establishment of courts in the provinces which should possess a higher jurisdiction than the courts which now exist. The fourth head of his proposal—and to this he attached great importance—was a change in the office of Lord Chancellor on the basis of a separation of the judicial from the political functions of that office, so that the head of the law might no longer be a political partisan, and the administrative and legislative departments of the law might be assigned to a Minister responsible to Parliament. His fifth and last proposal was that there should be a consolidation of the manifold and separate subordinate departments of legal administration with a view to their greater economy and efficiency. Under this head he included the various offices in the Court of Chancery, a reorganisation of the masters' offices in the Courts of Common Law, and the establishment of some substitute for the existing and highly objectionable system of private arbitration. There were at present some 35 judges in the Superior Courts of Equity and Common Law—an astonishingly large number when they considered the great deficiency of judicial power, a deficiency due, in his opinion, to the number of separate jurisdictions, and a want of the application of the principle of combination of labour. If this principle were adopted, he believed it would not be difficult to do the work in London with 20 judges, in which case five or six judges of the Superior Courts could well be spared to form centres of higher jurisdiction in the provinces. In this country the people had a right to expect that the courts of justice should be always open, but owing to the deficient organisation a costly staff was maintained without producing the result which the public had a right to expect. The question of appellate jurisdiction was one which had occupied the attention of Parliament for several years, and a number of schemes had been proposed, of which perhaps the most unsatisfactory was that which had come down within the last few days from a committee of the House of Lords. In this scheme it was proposed to retain the jurisdiction in the House of Lords and to keep the Lord Chancellor, an officer who might be removed from his position at any moment, and who was from the very nature of his office a political partisan, at the head of the Appellate Court. To strengthen this court it was proposed to appoint four salaried peers with £7,000 a year each. These peers were not to be equals of the other members of their lordships' House, but were to hold their titles for life only and to vote only on judical questions. A more degrading proposition he could not imagine. The inequality between these Brummagem and pinchbeck peers was, moreover, to be such that the real peers could outvote them when they came down as ornamental personages on show occasions. The other members of the Judicial Committee, who were to be called *ex officio* members and to receive £7,000 a year, were not to be called upon to attend on more than 20 days in the year, or "if prevented by a reasonable cause." This proviso was made on behalf of the law lords who were already receiving pensions of £5,000 a year from the country, and it abundantly told its own origin. Altogether, the proposals which had been sent down were of a most extraordinary character, and he hoped the House of Commons would not assent to them. As to our great Indian Empire, the proposal was to appoint assessors, to be paid out of the Indian revenues, who were to be without a vote. He was sure that such a scheme would not be favourably received by this House. As to local tribunals, there were 60 county court judges sitting 134 days in the year, and the Judicature Commission said that the staff was far larger than was necessary. He would suggest the creation of five or six centres, such as Liverpool, for provincial superior courts, and that five or six of the county court judges of the district should act as suffragans under the superior judge, disposing of the smaller business, both civil and criminal. It was monstrous that a Liverpool civil cause could not be tried between March and August except in London, where the witnesses might have to wait days or weeks before it came on. Much delay was occasioned by the vestibules of the courts being choked up. There was a mass of administrative business, especially in the Court of Chancery, and in England, at least, the administrative staff was disorganised and inadequate. It might be asked whether his scheme would be an expensive one. Now, he believed that, though piecemeal reforms might be expensive, a review and consolidation of our whole system would effect great economies, both in the courts of first instance, the local courts, and the administrative staff. His object had not been to develope a plan of his own, but to urge the Government to deal with the question, it being hopeless for private members to take up even much

smaller matters. The present Government had achieved great legislative triumphs, and they might achieve a still greater one by energetically addressing themselves to this question. He trusted that the Attorney-General would crown his reputation by a measure of law reform worthy of the subject and of himself, and that the Prime Minister, who had dealt with questions affecting a portion of the Empire, would apply himself with equal success to a matter affecting the whole Empire. He knew of no great question to occupy the Government next session. He would advise them to take the profession, especially the judges, into their confidence, believing that they would find no disposition to obstruct reforms. He moved "that the administration of the law under the existing system was costly, dilatory, and in efficient; that a competent Commission having reported that the judicial organisation was defective in all its branches, it was desirable that her Majesty's Government should, in the next session of Parliament, present to the House a measure for its reform and reconstruction, which without increasing the public charge, should provide for the more effectual, speedy, and economical administration of justice." —Mr. Graves said his constituency complained that in Lancashire there were insufficient facilities for a thorough administration of the law. There were three assizes in the year, but there was an interval from March to August, during which important mercantile causes either remained over or were sent up to London, at great inconvenience and expense. No Liverpool assizes passed without serious arrears, and he believed that, except the Home Circuit, the business of the Northern Circuit equalled all the other circuits put together. Since 1859 Liverpool had had three assizes, and in 1864 the privilege was extended, on account of extraordinary pressure, to Manchester, but the business at Liverpool was absolutely greater than before that separation was made. What he complained of was that, though year after year they had not only promises, but also assurances in speeches from the throne, that measures of law reform would be introduced, yet after many years no facilities were given to meet the difficulties in Lancashire of which he complained. What was really wanted in Liverpool was a continuous judge sitting in that place. He did not mean that there should be one judge sitting throughout the year, but a Court sitting through the year. The question of law reform deserved serious consideration from the Government. If it were left solely to the legal members of that House—among them, probably, there would be great difference of opinion—a satisfactory conclusion might not be arrived at for some time; but if the commercial members of the House came forward and stated their own grievances, and if the Government took up the question in a right spirit, the result would be an enormous convenience in the administration of justice and economy both of time and expense. On these grounds he urged the Government in the coming recess to prepare a measure on the subject to be introduced in Parliament early in the next session, so that there might be brought about a more speedy and economical administration of justice in this country.—Mr. H. Palmer agreed that it was by no means desirable to leave the subject of law reform entirely in the hands of lawyers. He recollected that in settling the Bankruptcy Bill the lawyers received most effectual aid from Liverpool and the commercial members of that House. It frequently happened that whenever a Lord Chancellor or any member of the legal profession introduced a measure of law reform, other members of the legal profession, instead of lending their aid to promote it, occupied themselves in picking holes in the measure, and in endeavouring to discover defects in it. He hoped the present motion would act as a stimulus to the Government, and that the Law Officers of the Crown would be able to give to night a distinct pledge that a measure would be introduced early next Session.—The Solicitor-General said we could not get an alteration of our judicial system until the public would interest itself in the question. It was impossible to carry legal measures, because there was not sufficient feeling aroused in the country as to their necessity. He did not agree with the preamble of this motion that the existing system was either dilatory or inefficient. He denied it as regarded the equity branch of the law, with which habitual practice had made him familiar. The practice of the Court of Chancery could not be fairly accused of either dilatoriness or inefficiency; but, make any change we would, we could never make a system of law, applied to a complicated state of society like ours, cheap in the sense of costing little, in order to get difficult questions decided. It was quite impossible to get difficult, complicated, and intricate qustions of law and fact decided without expense. Alter the judicature as you might there would never be any substantial difference as regarded expense. In order to carry out the report of the Judicature Commission the Government introduced two bills into the other House, and they did not pass. Was there any reason to suppose the Government would be more successful next session? No; for the Lords had this year thrown out a bill of the Lord Chancellor's which related to appellate jurisdiction. Having thrown out the bill the Lords appointed a committee to consider the subject; and that committee had just made a report. It would be useless and vain for the Government to occupy the time of the House of Commons without their having the slightest prospect of passing any substantial or effectual measure through the other House of Parliament. Mr. Graves complained of the administration of justice in Liverpool, and insisted that better means should be provided for disposing of the numerous cases which arose in that town; but this had nothing to do with the recommendations of the Commission. Those recommendations were, first, an alteration in the appellate jurisdiction, and secondly a change in the nature of the Superior Courts of Law and Equity at present located in London. The Commissioners proposed to give the courts new names, to alter their procedure in some general and indefinite manner, and to merge or fuse what was commonly called the branches of law and equity. But when those recommendations were submitted to the judges of the superior courts they met with universal disapprobation, and the criticisms passed upon them prevented any effectual legislation. It was stated that another report of the Judicature Commission was signed and about to be presented, but surely no one could expect the Government to pledge themselves to carry out the conclusions arrived at by the Commissioners before they knew what those conclusions were. The truth was, neither lawyers nor laymen could agree at present on any particular plan. Whenever the subject was considered in a fair and dispassionate spirit it would be found that all the law reforms of the last forty years had been initiated and carried through by lawyers. It was hopeless, therefore, to expect efficient aid from lay members who were not acquainted with the subject. If lay members of the House of Commons could only induce their constitutents to take a quarter as much interest in law reform as they did in political questions there would be no lack of lawyers who would do their best to accomplish the object in view; but law reform would not be accelerated by general abuse of the existing system or by vague propositions like the present.—Mr. O. Morgan condemned the existing system, and hoped the Government would deal with it.—Mr. West said the Solicitor-General alleged that the administration of the law was neither costly, dilatory, nor inefficient; but if the present system was so perfect, the Judicature Commission must have been entirely wasting their time. The first step towards a law reform was to reform the highest Court of Appeal to which suitors had to go. If, however, the Government were never to introduce a measure of law reform until all the lawyers were agreed upon it, they would have a fair reason for despairing, as they appeared to do, of being able to achieve any legal reform.—Mr. Henley had heard the speech of the Solicitor-General with great dismay. He had told them that the great learned men, so far from being agreed about law reforms, were all disagreed. That was offering them but poor consolation. But having himself seen something of legal reform, and especially of the court with which the hon. and learned gentleman was most conversant, he ventured to say that if the Government, or any man in the Government, had an honest, strong conviction that legal reform was necessary, and joined to that conviction a resolution which turned neither to the right nor to the left, but endeavoured to carry it out, that man would be able to achieve, with the assistance, not of the learned, but of the unlearned, such reforms as he could show were necessary and would be bene-

ficial to the public. If the present Government had connected with it as able and resolute a man as Lord Romilly, law reform would not be wanted.—Mr. Fawcett argued that the Government could very well deal with law reform if they would. After the speech of the Solicitor-General, Mr. V. Harcourt owed it to the House, and to the great subject he had taken in hand, to ask the House to express its opinion upon the question, and, if possible, to obtain a definite instruction to the Government that law reform next session should take precedence of almost any other question.—The Attorney-General said the resolution before the House described our entire judicial system as costly, dilatory, and inefficient. The Solicitor-General, while admitting that the Court of Chancery was costly, denied that it was either dilatory or inefficient. He would leave the defence of the Court of Chancery to his hon. and learned friend. But in that branch of the legal system with which he himself was connected he admitted that large and extensive reforms might be made. He had admitted that before, and no one who remembered the measure which he laid before the House, would deny that there was in it material for law reform, and law reform for a long time. But the House must recollect that, in order to make anything like an efficient alteration in the administration of the law, the bill which proposed to make it must pass both Houses. It was also necessary to the same end that the highest Court of Appeal should be dealt with. The House of Lords was in possession of that jurisdiction, and he would repeat now what he had said elsewhere, that he did not believe that any plan for the reconstruction of our judicial administration would have a chance of success in the House of Commons, which preserved in anything like its present position the judicial functions of the House of Lords. But then it should be borne in mind that we had to deal with an ancient, honourable, and proud assembly, which treasured its judicial functions as one of its most precious inheritances, and which, as far as present indications of opinion went, was resolved not to part with them. [He then mentioned the leading provisions of the scheme proposed by the Lords' committee.] If any persons supposed that the present leader of the English Bar would submit any such proposal to the House of Commons on the part of the profession to which he belonged, they had greatly mistaken his character. The facts he had mentioned showed the chance which an efficient measure of law reform had in the present state of opinion in the House of Lords. The difficulty he had mentioned was one of the almost insuperable obstacles in the path of any one who wanted to reform our judicial organisation. His notion of law reform was to take particular portions of the law which might not touch the prejudices and excite the passions of an assembly over which they had no influence, and try to improve these portions. This was a humbler, but it was a practical duty, and might lead to good results. Such a duty he had already undertaken and in this very year had carried through a Select Committee an important amendment in the law relating to juries. Then there was the law of evidence, which he should certainly endeavour to deal with another year. But he was not prepared to propose a large change in our system of judicial organisation, because he could not put the key stone to such an edifice; it was not his duty to do so; the task of initiating such a change must rest with the Lord Chancellor, and must be undertaken in the other House. He would not enter into details, but as to one of them he did not agree that it would be well to create a High Court of Appeal entirely free from political influence. He should be sorry to see his profession cut off from all connection with the political world. Such a separation could not tend to the advantage of the public, of the profession, or of the Bench. The Bar and the Bench were all the better for their contact with the current of political opinion in this country. Nor did he think it was well for the common law branch of his profession when it was dominated by that most able, upright, learned, but, he must add, somewhat narrow-minded man, Lord Wensleydale. With all respect for that learned judge, his influence in the profession was not at all a healthy one, and would have been much better had he been in this House and mingled with political parties. He was one of those lawyers whose epitaph some one had written and had said, "*Summa industrid, et summa diligentid, leges Anglice ad absurdum reduxit.*" —Dr. Ball would have been content to vote with the Attorney-General and the Solicitor-General against the adoption of the abstract resolution before the House, if the Attorney-General had not said that the Government might during the recess apply their minds to one question connected with law reform—the reform of the Appellate Tribunal. As an Irishman he expressed his decided opposition to any proposition to make the appeals from the Irish Courts be presented, not to the House of Lords, but to English judges. He proceeded to eulogise the system carried out by the Irish Landed Estates Court, under which an unimpeachable title was given to a purchaser of property, as a system which was attended with cheapness in the conveyance of land, and prevented all litigation in reference to the land so conveyed. Facility and cheapness of transfer might be obtained without any of these gigantic remedies. —Mr. Collins attributed the failure of Lord Westbury's Act to its costliness. He advised the Government, instead of taking up impracticable schemes as to the appellate jurisdiction which did not concern five cases in 1,000, to give the county courts unlimited jurisdiction, subject to the right of a suitor on giving security for costs to take a case to a superior tribunal. This would insure prompt and inexpensive justice.—Mr. Gladstone had a leaning to Mr. V. Harcourt's views, but felt it to be his duty to warn the House against entangling itself in the consequences of passing abstract resolutions. He hoped the motion would not be pressed to division—Mr. Walpole agreed in hoping the motion would not be pressed to division, but also hoped the Government would soon be able to see their way to take up the question, which had long been under consideration, in its broadest sense, and deal with it comprehensively and as a whole.—Mr. Whalley said that after the speeches of the Solicitor and the Attorney-General it was manifest that the cause of law reform could not be advantageously intrusted to the present Government. The hon. member was proceeding to dilate on the Tichborne case when he was called to order by the Speaker.—Mr. Whitwell said commercial men were particularly alive to the importance and also the urgency of reform in the administration of the law. If the report of the Judicature Commission stimulated the Government into action it would do great good to the community, but as he saw no practical issue to the resolution which had been moved he should vote against it. The resolution was negatived by 60 to 45.

July 27.—The *Intoxicating Liquors (Licensing) Bill*.—The House had a morning sitting this Saturday, expressly to forward the committee on this bill. Most of the sitting was occupied by clause 24 (hours of closing).—Mr. Bruce proposed to modify the clause by giving power to the local authorities to fix the hours of opening in the country between 5 and 7 a.m. and 10 and 12 o'clock p.m., but this proposal was held over for future consideration. The hours of Sunday closing in the metropolis were discussed with such *animus* and at such length, that the only point settled was to retain 6 p.m. as the hour of opening in the evening. —An amendment moved by Mr. Locke to change the hour to 5 p.m. was defeated by 150 to 66. The hour of opening in the metropolitan district on week days was subsequently altered by Mr. Bruce from 6 to 5 a.m.

The *Military Manœuvres Bill* was read the third time, and passed.

July 29.—*Travelling Expenses of County Court Judges*.—Mr. Cross asked the Chancellor of the Exchequer whether he had considered the fact stated in the letter of Mr. Serjeant Wheeler, dated the 9th of July, 1872, addressed to the Lords of the Treasury; and, if so, whether he still purposed to apply the rules laid down in the Treasury Minute of the 22nd of June, 1872, to judges appointed prior to the year 1870.—The Chancellor of the Exchequer desired to state in the first place that the minute in question was adopted in order to give effect to the wishes of the Committee of Supply. (Cries of "No.") This statement was disputed, but at all events he understood that to be the wish of the Committee. However, whether that were so or not, he was unable to say he could deal with the arguments and facts stated in the letter of Mr. Serjeant Wheeler, because they seemed to amount to this, that when maintenance expenses were once fixed for a public officer, they ought not to be revised or altered under any circumstances during his tenure of office. This would amount to a vested

interest which he could not admit. With regard to the salary of an officer he freely admitted it; but the expenses of an officer appeared to him to be perfectly met, if he received a fair indemnity for the expense to which he was put. At the same time, he was bound in candour to say that fresh facts had come to his knowledge since the decision of the Committee was arrived at. It appeared to have been the opinion of several Lord Chancellors, though not of the present one nor of Lord Westbury, that county court judges should not reside in their districts, and he freely admitted that if any gentleman had made his arrangements for life in deference to that opinion, the circumstance constituted a claim on the Treasury, and that expenses ought to be paid which otherwise would not have been allowed. The Treasury were not willing to take the matter in a lump, but intended to consider each case separately. Lastly, anticipating the question of Mr.H. James, he had to state that the estimates had been voted this year under the old footing, and would be applied for the coming year on that footing. Therefore, the hon. and learned gentleman would have ample opportunity to challenge the propriety of any vote the Treasury might propose to make.—Mr. H. James said it had also been his intention to ask, with regard to the Treasury Minute in question, whether the Chancellor of the Exchequer would suspend its operation until there had been an opportunity of taking the sense of Parliament upon it; or failing that course, whether the right hon. gentleman proposed to retain the money already voted for travelling expenses on the old scale. In consequence, however, of the explanation just given, he should wait to see what course was taken by the Department, repeating the question, if necessary, hereafter.

July 30.—The *Local Courts of Record Bill* was read a third time and passed.

The *Registration of Births and Deaths Bill* was withdrawn.

July 31.—The *Ecclesiastical Courts and Registries Bill.*—On the motion for second reading of this bill (Lord Shaftesbury's) a lengthy discussion took place.—Mr. Cross, in charge of the bill, said he should not press it, disapproving of some of its provisions.—Mr. Gladstone advised Mr. Cross to take up the subject himself next session, promising the aid of the Government.—Mr. Goldney moved the rejection of the bill.—The bill appeared to meet with general disapproval, and ultimately the motion for second reading was negatived.

The *Union of Benefices Bill* was withdrawn.

OBITUARY.

MR. R. F. STEDMAN.

Mr. Robert Frost Stedman, solicitor, and town clerk of Sudbury, in Suffolk, died at Borehamgate House, his residence at that place, on the 30th July, after a painful illness of about eight weeks' duration. The deceased gentleman, who was in his sixtieth year, was the last surviving son of the late Mr. Edmund Stedman, solicitor (who had also been town clerk of Sudbury, and filled most of the important municipal offices in the town). The firm to which the Stedmans belonged was established in 1780 by Mr. Frost, the father-in-law of Mr. R. F. Stedman, who obtained an extensive practice, and accumulated a large fortune, leaving his estates to be equally divided between his two daughters. Mr. R. F. Stedman was admitted in 1834, and was for many years in partnership with his father, but independently of him held the appointments of clerk to the borough justices and clerk to the North Hinckford bench of magistrates. On the death of his father, about eight years since (at the age of seventy-six), Mr. R. F. Stedman was elected to succeed him as town clerk of Sudbury, which office had thus been held in the one family for a period of eighty years. He also held the offices of clerk to the Municipal Charity Trustees and clerk to the Hedingham Highway Board; he was likewise chairman and treasurer to the River Stour Navigation Company, and secretary to the Sudbury Corn Exchange Trustees. For a short time after the establishment of the Volunteer Rifle Corps in Sudbury (11th Suffolk) he held an ensign's commission in it. Mr. Stedman, who leaves a widow, but no family, was a member of the Solicitors' Benevolent Association, and also of the Justices' Clerks' Society. His funeral, which took place on the 2nd August, was attended by the members of the corporation of Sudbury.

MR. G. RUTHERFORD.

Mr. George Rutherford, solicitor, of Gracechurch-street, City, died at St. Thomas's-square, Hackney, on the 28th July, in the 83rd year of his age. He was admitted an attorney in 1822, and for many years held the office of clerk to the Gunmaker's Company of the City of London, which becomes vacant by his death. Since 1845 he had been in partnership with his son, Mr. John Rutherford, under the style of "Rutherford & Son." The late Mr. G. Rutherford was a member of the Metropolitan and Provincial Law Association, and of the Law Association for the Benefit of the Widows and Families of Professional Men in the Metropolis and its Vicinity.

MR. J. G. ATKINSON.

Mr. John Glenton Atkinson, formerly a solicitor of Peterborough, died at Belsize-road, London, on the 22nd July, at the age of 59 years. He was the only son of the late Thomas Atkinson, Esq., a justice of the peace for the liberty of Peterborough, and formerly practised as a solicitor in that city, where he held the offices of clerk to the magistrates and deputy-lieutenancy, coroner for the hundred of Norman Cross, and a commissioner for taking the recognisances of insolvent debtors. According to the *Law List* he appears to have resigned these offices and retired from practice about the year 1850.

SOCIETIES AND INSTITUTIONS.

LAW ASSOCIATION.

The usual monthly meeting of the Board of Directors of this association was held at the Law Institution, Chancery-lane, on Thursday last, the 1st inst., Mr. Steward in the chair. The other directors present were Messrs. Burges, Carpenter, Sidney Smith, Thomas, and Boodle (secretary). A grant was made to the widow of a late member, and other business of a general nature was transacted.

SELECT COMMITTEE ON APPELLATE JURISDICTION.

The following is the substance of the Report recently presented by the Select Committee of the House of Lords, appointed to "inquire into the Working of the Appellate Jurisdiction exercised by this House, and into the Working of the System of Appeal to her Majesty in Council, and whether any and what Changes or Improvements should be made in reference thereto." After mentioning the evidence taken the report says:—

From the evidence of these witnesses it appears that the jurisdiction of the House of Lords is highly valued by her Majesty's subjects in Scotland, and that the jurisdiction of her Majesty in Council is regarded with similar favour in India and the Colonies.

The present state of the appellate business in your Lordships' House is, in the opinion of the Committee, satisfactory. There is no arrear of cases undisposed of in previous sessions, and many cases set down for hearing in the present sessions have been already heard. The attendance of legal members of the house on the hearing of appeals has been larger of late years than formerly was the case, and the testimony which by the Report of the Committee in 1856 was stated to have been generally borne to the wisdom and impartiality with which the law had been heretofore administered by this tribunal, would not, as your Committee think, be less applicable to the period which has elapsed since that time.

The Judicial Committee of the Privy Council, established in 1833 by the Act 3 & 4 Will. 4, c. 41, for the purpose of advising the Crown, on appeals made to the Sovereign in Council from the colonies, plantations, and dominions of the Crown abroad, and in certain Ecclesiastical, Admiralty, and other causes and matters, has since its institution heard and disposed of a very large number of cases, involving property of enormous magnitude; and has discharged its important duties with an efficiency which has secured for it the confidence of subjects of her Majesty in all parts of her empire.

A large arrear of causes unheard was found to exist before this tribunal in the years 1870 and 1871. This arrear was caused chiefly by an unusual number of appeals from Bengal, and there are grounds for expecting that this increase may not be parmanent. The arrear, however, led to the passing of the Judicial Committee Act, 1871, and the Judicial Committee, with the addition of the members appointed under that Act, has made considerable progress in disposing of the cases standing before it for hearing.

The principal objections which the Committee understand to be raised to the constitution and practice of these two great Appellate Tribunals are as follows:—

1. That there is no security that two co-ordinate tribunals of final appeal, in the application of general principles of jurisprudence, and still more in the administration of the same system of law, may not arrive at conclusions inconsistent or antagonistic.

2. That (as regards the House of Lords) there is not a certainty that a sufficient number ot legal members of the House, trained by judicial and forensic experience, will attend the hearing of appeals, and that there is not a security that members of the House, not having such experience, will not take part in such hearing.

3. That (as regards the House of Lords) delay is occasioned by the circumstance that the House does not sit for a considerable portion of the year when the ordinary courts of law and equity are open.

4. That more expense is occasioned, especially as regards the remuneration of counsel, under the present system than if there was one Supreme Appellate Tribunal sitting throughout the judicial year, assisted by a Bar making practice before that tribunal its principal object.

The Committee have carefully considered these objections, and they are of opinion that, so far as they are well founded, they may be removed in the manner indicated in the following resolutions, to which the Committee have agreed. The Committee, however, desire to observe, that these resolutions do not propose to be more than an outline of the alterations which they would recommend ; the details, and the various provisions consequent on such alterations will find a more appropriate place in the measures which, if these proposals should be adopted, will be necessary.

RESOLUTIONS.

A.—Judicial Committee of the House of Lords and Privy Council.

1. That it is expedient, with a view to the more satisfactory and expeditious hearing of appeals from the United Kingdom and the colonies and dependencies, that a Judicial Committee be constituted, which shall be at once the Judicial Committee of the House of Lords and of the Privy Council, with power to sit throughout the judicial year, and to which all appeals from the colonies and dependencies, and from Courts of Admiralty and Prize to her Majesty in Council, and all appeals and writs of error to the House of Lords, shall be referred.

B.—Composition of the Committee.

1. That the Committee shall consist of the Lord Chancellor and four salaried members to be appointed by her Majesty, and of the *ex officio* members hereinafter mentioned, all of whom shall be styled Lords of Appeal.

2. That the Lord Chancellor shall be the President of the Committee ; and each of the salaried members shall have a salary of £7,000. a year.

3. That it is expedient, with a view to the proper constitution and greater dignity of the Committee, that all the members thereof should be Privy Councillors.

4. That it is expedient, with the same view, that all the members of the Committee, both salaried and *ex officio*, who may not be already peers, should receive from the Crown a patent conferring a peerage for life, and should thereupon be entitled to a writ of summons, to be called a writ of summons for judicial purposes, enabling them, so long as they are members of the Committee hereby constituted, to sit and vote in the said Committee, but not to sit or vote in any legislative or other proceedings in the House.

5. That her Majesty shall have power to appoint two persons who shall have held judicial office in India, to attend the sittings of the Committee on the hearing of Indian appeals as assessors, and such assessors shall receive, in addition to any pension to which they may be entitled, a sum of £1,000 a year payable out of the revenues of India.

6. No person shall be qualified to be a salaried members of the Committee unless—

(*a.*) He shall have filled the office of Lord High Chancellor of Great Britain or of Ireland ; or unless

(*b.*) He shall have held judicial office for not less than two years as judge of one of the Superior courts of Law or Equity in England or Ireland, or as Lord of Council and Session in Scotland, or as Chief Justice of Bengal.

7. That in addition to the Lord Chancellor and the salaried members of the Committee, all peers who shall have filled the office of Lord Chancellor or of judge of any of the Superior Courts of England, Scotland, or Ireland, and also the following judicial personages, namely, the Lord Chief Justice of England, the Master of the Rolls (not being a member of the House of Commons), the Lord Chief Justice of the Common Pleas, the Lord Chief Baron of the Exchequer, and the Lords Justices of the Court of Appeal in Chancery, shall be *ex officio* members of the Committee.

C.—Sittings of the Committee.

1. That it shall be the duty of the salaried members of the Committee to attend the meetings of the Committee, unless prevented by illness or other reasonable cause.

2. That in order to constitute a quorum of the Committee, when the Committee shall be sitting in one division, not less than three Lords of Appeal must be present.

3. That when, from the pressure of business, it is necessary for the Committee to sit in two divisions, it shall have power to do so, but in that case not less than three members must be present in each division.

4. That in addition to any voluntary attendance of the *ex officio* members of the Committee, the Lord Chancellor, when the Committee is sitting in two divisions under the last previous resolution, or when for any reason it is necessary to add to the number of those present at the hearing of any appeal or writ of error, may summon a sufficient number of the *ex officio* members to attend : provided, that no *ex officio* member shall be required to attend more than twenty days in the year, or if prevented by reasonable cause : provided also, that no *ex officio* member who is over seventy years of age, and who does not hold a judicial office, shall be required to attend.

5. That the Committee may require the attendance of her Majesty's judges, in the same manner and under the same conditions as the judges are now required to attend the House of Lords.

D.—Powers of the Committee.

1. That the Committee shall have the same powers as a Court of Record, and shall have power to affirm the decree or judgment under appeal, and to make any order as to the costs of the appeal ; and if they shall be of opinion that any decree or judgment under appeal should be reversed or varied, or any order in reference thereto, they shall have power to make such decree or order as might have been made by the Court from which the appeal comes ; and such decree or order shall have effect and be enforced forthwith as a decree or order of such Court.

2. That the Report of the Committee, together with any decree or order which they may have made, shall, if the appeal is to her majesty in Council, be submitted to her Majesty in Council. And the decreee or order shall be entered as an Order of her Majesty in Council. And if the appeal is to the House of Lords, the report shall be made to the House upon the next day of its sitting, or at its next meeting (as the case may be), and the decree or order shall be entered on the journals as an order of the House of Lords.

I.—Generally.

That it is desirable that frivolous appeals should be checked by prohibiting appeals without special leave where the subject matter is below a certain value.

Mr Thomas Wright, solicitor, of Carlisle, has been appointed a director of the Carlisle and Cumberland Bank, in the room of Mr. John Simpson, deceased.

Mr. John Batten, Town Clerk of Yeovil, has been appointed a magistrate for the county of Dorset.

Mr. Richard Williams, late Town Clerk of Denbigh, has been presented by the inhabitants of that borough, in conjunction with the mayor and corporation and others o his personal friends, with two silver salvers and a purse of 100 guineas, as an acknowledgment of their appreciation of his public and private worth. The testimonial, which was presented on the 25th July, was accompanied by an address, engrossed on vellum.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Aug. 2, 1872.

3 per Cent. Consols, 92⅜	Annuities, April, '85
Ditto for Account, Sep. 1, 92½	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅜	Ex Bills, £1000, — per Ct. 2 pm
New 3 per Cent., 92⅜	Ditto, £500, Do —2 pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, —2 pm
Do. 2½ per Cent., Jan. '94	Bank o England Stock, 4½ per Ct. (last half-year) 246
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account. —	Ditto, 5½ per Cent., May, '79 107
Ditto 5 per Cent., July, '80 109½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account. —	Do. Do. 5 per Cent., Aug. '73
Ditto 4 per Cent., Oct. '88 106½	Do. Bonds, 4 per Ct., £1000
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000
Ditto Enfaced Ppr., 4 per Cent. 96	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	109
Stock	Caledonian	100	113½
Stock	Glasgow and South-Western	100	124
Stock	Great Eastern Ordinary Stock	100	48⅜
Stock	Great Northern	100	139
Stock	Do., A Stock*	100	161⅛
Stock	Great Southern and Western of Ireland	100	114
Stock	Great Western—Original	100	142½
Stock	Lancashire and Yorkshire	100	154½
Stock	London, Brighton, and South Coast	100	71½ xd
Stock	London, Chatham, and Dover	100	24½
Stock	London and North-Western	100	147½
Stock	London and South Western	100	106½
Stock	Manchester, Sheffield, and Lincoln	100	74½
Stock	Metropolitan	100	58½
Stock	Do., District	100	29½
Stock	Midland	100	145
Stock	North British	100	73½
Stock	North Eastern	100	163
Stock	North London	100	130
Stock	North Staffordshire	100	81
Stock	South Devon	100	69
Stock	South-Eastern	100	100 xd

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The feature of the week has been the French Loan which has been subscribed many times over (two and a half times, it is said, in this country); the scrip has been over four premium, and closes to-day at 3⅞. Foreign securities are buoyant, and railways have shared the same tone. Erie shares have fallen a little, on sales by speculators who could not afford to wait. Metropolitan have risen, upon purchases made by speculators, and on the news of the company having raised some of their fares. The London and South Western Railway announce a dividend for the half year at the rate of 4½ per annum, which is the same as the dividend this time last year; and the London, Chatham and Dover have a dividend of 1½ on the arbitration preference stock.

Messrs. Grant, Brothers & Co. announce that the scrip certificates for the Seven per Cent. First Mortgage Building Bonds of the Western Union Telegraph Company, are now ready for delivery in exchange for the banker's receipts.

Bischoffsheim's certificates for Erie shares are 39 to 39¼.

The Lord Chancellor has conferred "silk" upon Mr. J. P. Benjamin, barrister-at law, of the northern circuit. Mr. Benjamin was born in 1811, in the British West Indies, and commenced the practice of the law in New Orleans between thirty and forty years ago. During the twelve years which preceded the breaking out of the war between the Northern and Southern States of America he was U. S. Senator for Louisiana, and during the same period, or the greater part of it, he led the bar before the Supreme Court at Washington. In those days to be a Senator was a high distinction. He became, as is well-known, Secretary of State Department to the Government of the Confederate States, under Jefferson Davis; he afterwards became War Secretary, and held that office at the time of the battle of Bull's Run; eventually he became Secretary of State Department again. In the latter position he conducted all the correspondence and negotiations with other countries. He was with Jefferson Davis at the end of the war, and after numerous hairbreadth escapes succeeded in getting in an old open boat from Florida to the Bahamas, where he landed at a small port. He was shipwrecked in going from thence to Nassau in a vessel laden with sponge; was picked up by a British man-of-war; at last got to St. Thomas's, but the steamer in which he came home caught fire, and put back. However, he arrived in England at length, in 1865, and became a pupil, in October 1865 (after having entered at Lincoln's Inn), of Mr. C. E. Pollock, now Q.C. His fellow pupils were Messrs. Kenelm E. Digby (Vinerian Professor of Law at Oxford) and Morris Davies, Barrister-at-Law, and Mr. Kenrick (of the firm of Rooks, Kenrick & Harston) solicitor. Lincoln's Inn called him to the bar in 1866, *ex speciali gratiâ*, waiving the usual period of studentship on account of his high legal knowledge and experience. His progress towards the attainment of a practice at the English Bar was at first slow, and though his abilities and experience fitted him for "leading," his position at the bottom of the junior bar prevented leading business from being given to him. He gradually, however, obtained and increased a practice, principally in Liverpool and Manchester cases. He was retained for the defendants, and argued in Chancery, at Lincoln's Inn, in the then well-known cases of *United States of America* v. *Wagner* (15 W. R. 1026) and *United States of America* v. *M'Rae* (15 W. R. 1128), which were suits instituted by the Government of the United States for an account of property, ships, money and goods come to the hands of the defendants as agents of the Confederate States. His arguments in these cases were noticed at the time as combining strict legal accuracy with a persuasive and adroit rhetoric, two attributes which comparatively seldom run together, the latter being, indeed a somewhat scarce commodity at the Equity Bar. About this time he employed the time which hung on his hands in composing his now well-known book on the Contract of Sale. About three years ago Mr. Justice Hannen, recognising his abilities and the difficulty of his position, gave him (as a justice in Eyre has a right to do) Palatine "silk" for Lancashire. Mr. Benjamin's position as one of the first advocates and lawyers at the common law bar is now fairly recognised. It is understood that he had applied for a silk gown at the time of the last creation of Q.C.'s; his application, however, was not at that time successful, probably on account of the short period of his English practice. It is stated that he now receives his silk gown, in consequence of the Lord Chancellor having been so impressed with the ability of his recent argument before the House of Lords in the case of *Potter* v. *Rankin*, as to consider that it would be unjust to withhold from him the precedence of a Q.C.

At the present moment there exist in the metropolis organised gangs of swindlers, who, professing to carry on legitimate and lucrative trades in London, advertise in country papers for supplies of goods, give one another as references, and dupe the very poorest producers of their goods. In the large majority of cases these people are not prosecuted. The dupes are too poor to belong to any trade society, the police have no legal staff to carry through so difficult and complicated a prosecution as a conspiracy to defraud, and so it is left to the chance vindictive feeling of any poor man to prosecute the thieves to conviction. He may succeed in obtaining the conviction, but what to him is the result? Defrauded of his goods, he obtains no compensation, and receives from the county not one half-penny for his expenses. He has been compelled to employ advocates from the nature of the case. If it had been an ordinary case of fraud, with no difficulties, his expenses would have been allowed, but being a still deeper-laid plot against him, he, for the public good, ruins himself. The cheats know this, and trade upon it. They are fully alive to the fact that it is no part of the duty of the magistrate to institute prosecutions, nor could he fairly, in the discharge of his judicial functions, conduct a prosecution against the accused. He could not do so without, insensib'y to himself perhaps, contracting in his mind a bias against the prisoner. And more than this, he has not the time to investigate a variety of cases, and decide which of them, in a legal point of view, would hold water. Beyond the 71,961 prisoners brought before the metropolitan magistrates in the year 1871, there were

heard 59,869 sommonses, while this, only to a very small extent, represents the additional duties which have been thrust upon the police courts by the legislation of each succeeding year, without the slightest addition to the staff. We believe that the great demand which, in the metropolis, has been made for a public prosecutor, is owing to this, that although we have occasionally a prosecution at the instance of the Treasury, there is no provision for the employment of the clerks of the justices, as in the country, for the proper conduct of prosecutions at sessions.—*Law Magazine*, August, 1872.

A man of Louisville recently recovered 1,000 dollars damages from a chemist, for the suffering caused by a mistake of the latter in putting up a prescription.—*Maryland Law Reporter.*

The executors of the late Mr. Henry Greene, solicitor, of Higham Ferrers, Northamptonshire, have made arrangements with Mr. William Hurst Simpson, B.A., to continue the practice carried on by him at that place.

The death is announced of Mr. William Stevenson, High Bailiff of the Uppingham County Court, which office he had held since the passing of the County Courts Act. He expired on the 21st July at the advanced age of 90 years.

COMMON SCOLDS.—Within a few weeks two or three women have been bound over in this city under the charge of being common scolds. There is a case to be found in the reports of the Supreme Court in Pennsylvania in which a woman, charged with being an annoyance to her neighbours by reason of the license of her tongue, was convicted of this ancient offence under the common law. Following the English precedent, the Court in which she was tried adjudged that the punishment should be the same as directed by the common law, to wit: That the virago should be ducked. There was no ducking stool in Pennsylvania wherein the sentence of the Court might be executed, and the more convenient course was adopted of taking a writ of error to the Supreme Court to test the legality of the sentence. That tribunal, admitting the venerable character of the precedent, decided that although the common law, except when superseded by statute, remained a portion of the law of Pennsylvania, it did not bring with it the barbarous methods of punishment incident to the English system. Scolding was merely a misdemeanour, and the shrew, it was decided, was only liable to be punished as other offenders of the same grade. She was liable to fine and imprisonment, but ducking was a method of punishment unfitted to modern civilisation. Whether a knowledge of the law as it now stands has excited some of our ungentle sisters to the exercise of the right of speech without restraint we know not, or whether the woman's rights movement is their justification. At all events, common scolds seem to increase among us, and the fact is one which we ought to regret.—*Philadelphia Inquirer.*

ESTATE EXCHANGE REPORT.

AT THE MART.

July 25.—By Messrs. BEADEL.

Essex, near Burnham, Holliwell Farm, containing 419a. 3r. 36p., freehold. Sold £12,000.

Billericay, near, a freehold estate, known as Great Gubbins, containing 368a. 2r. 13p. Sold £10,000.

Barking, Maybells Farm, containing 145a. 2r. 25p., freehold. Sold £10,500.

Mogg's Farm, containing 89a. 0r. 31p. Sold £5,500.

Essex, Southend, the Cliff-town Estate, No. 6, Cliff-town-parade, freehold. Sold £1,000.

No. 7, Scratton-road, freehold. Sold £325.

No. 8. Sold £300.

The reversion to houses and land, term 86 years. Sold £625.

Freehold ground rents amounting to £63 16s. per annum. Sold £2,045.

The reversion to an enclosure, containing 3r. 8p., term 86 years. Sold £50.

A ground rent of £5 per annum. Sold for £150.

Various freehold ground rents, together with the reversion to houses and land. Sold £1,225.

Four plots of freehold building land. Sold £750.

By Messrs. CLEMMANS & SON.

Islington, Nos. 1 to 16, Eliot's-gardens, term 50 years. Sold £600.

July 26.—By Messrs. RUSHWORTH, ABBOTT & Co.

Cavendish-square, No. 5, Margaret-street, term 30 years. Sold £500.

No. 6, adjoining. Sold £900.

Westminster, No. 9, York-street, the Forresters' Arms, freehold. Sold £550.

By Messrs. JONES & RAGGETT.

Victoria-park, No. 34, Approach-road, term 86 years. Sold £605.

No. 8, Princess-terrace, term 86 years. Sold £315.

July 29.—By Messrs. FAREBROTHER, CLARK & Co.

Surrey, near Epsom—The freehold domain known as Kingswood Warren, comprising mansion and 539a. 3r. 26p. Sold £29,600.

Walton Heath—The freehold inn, known as the Red Lion, and 3a. 0r. 15p. Sold £1,000.

By Messrs. GADSEN, ELLIS & Co.

Camberwell, near the Green—The Denmark-hill Grammar School, with 7a. 2r. freehold. Sold £11,100.

By Mr. GEO. GOULDSMITH.

Notting-hill—No. 8, Linden-grove, freehold. Sold £3,200.

By Messrs. CHINNOCK, GALSWORTHY & CHINNOCK.

North Devon—The Black Torrington Estates—Three freehold farms, containing 657a. 0r. 32p. Sold £11,600.

Fraunch farm, containing 128a. 3r. 30p. Sold £1,250.

West Chilla Farm, containing 103a. 3r. 9p. Sold £1,460.

Three farms, containing 270a. 3r. 11p. Sold £5,850.

Ditcham's Farm and others, containing 192a. 0r. 22p. Sold £4,750.

Wimbledon-common — Residence known as Heathfield, with stabling and three acres, term 60 years. Sold £2,500.

Regent's-park—No. 1, York-terrace, term 48 years. Sold £1,100.

Cornwall-lodge, term 30 years. Sold £750.

By Messrs. C. & H. WHITE.

Camberwell, Nos. 1 to 8 West, and Nos. 4, 5, and 6, East Nelson-street; Nos. 1 to 6, North Cottages, and Nos. 65, 67, 69, and 71, Avenue-road, freehold. Sold £1,120.

Kennington, No 41, Ravensdon-street and adjoining house, term 59 years. Sold £900.

By Messrs. DEBENHAM, TEWSON & FARMER.

Worcestershire, in the vale of Evesham.—The residental estate, known as Bricklehampton Hall, and 193a. 2r. 36p. Sold £28,000.

By Messrs. WOOD, LANGRIDGE & Co.

Paddington, No. 29, Westbourne terrace, term 78 years. Sold £580.

Shepherd's-bush, No. 1, Clifton-road, term 81 years. Sold £220.

By Mr. GEORGE SLATER.

Sussex, Ticehurst, Steellands, comprising residence and 43a. 0r. 36p. Sold £4,000

Essex, Little Sampford.—A rent charge of £22 per annum. Sold £480.

July 30.—By Messrs. LOUND & STRANSOM.

Kensington, Nos. 2 to 8, Addison-gardens, term 83 years. Sold £1,875.

By Messrs. BROAD, PRITCHARD & WILTSHIRE.

Eaton-square, No. 11, the lease of term 22 years. Sold £1,010.

AT GARRAWAY'S TAVERN.

July 25.—By Messrs. WEATHERALL & GREEN.

Hampstead-heath, Upper Terrace-lodge, with stabling, copyhold. Sold £3,500.

No. 2, Upper-terrace copyhold. Sold £1,200.

No. 9, Upper-terrace, also the cottage, both copyhold. Sold £450 each.

By Mr. F. BUCKLAND.

Kilburn, Nos. 1 to 5, Falcon-terrace, leasehold. Sold £1,950.

By Mr. W. THOMPSON.

Westbourne-park, All Saints'-road, the lease of the Pelican public-house, term 60 years. Sold £2,250.

By Mr. F. J. SHARP.

Reversion to one third share of £12,000 securely invested on a life aged 80 years. Sold £2,500.

Revisionary interest in one-third share of £300 consols and the proceeds of freehold property producing £126 per annum on a life aged 54 years. Sold £255.

The life interest in £824 in consols, with policy for £300, on a life aged 21 years.—Sold £285.

GUILDHALL.

July 25.—By H. E. MARSH.

Glamorganshire.—Life interest in a rent-charge of £200 a year, amply secured on a valuable estate; also to three-eighths of the income of the estate, subject to the decease of the father, life aged 23. Sold £4,000.

A contingent life interest in £260 per annum, secured on land &c., life aged 71. Sold £30.

The one-seventh share in property producing £383 per annum, subject to a life, aged 68 years. Sold £760

Regent's-park—No. 147, Albany street, term 43 years. Sold £400

Camden-town—No. 40, Pratt-street, term 17 years. Sold £283

Soho—No 117, Wardour-street, term 9 years. Sold £135

Long-acre—23, Rose-street, term 38 years. Sold £240

A reversionary legacy of £1,500, payable on death, without issue, of a person aged 71 years. Sold £800
A policy in Law Life Office for £2,000, on life aged 53 years. Sold £400
The life interest in houses let at £30 per annum, also three policies amounting to £500, on life aged 66 years. Sold £520
A policy for £500 in Sun Office, life aged 66. Sold £280

AT EAST GRINSTEAD.

July 25.— By Messrs. PODMORE & MARTIN.

Surrey, Burstow—The Keeper's Farm, containing 29a. 0r. 16p. freehold. Sold £1,200.

AT BRISTOL.

July 25.—By Messrs. ALEXANDER, DANIEL & Co.

Gloucestershire, near Bristol—Upper Pen-park Farm, containing 47a 2r 1p. Sold £3,100.
Enclosures of land, containing 26a 3r 34p. Sold £1,800.
Ditto, containing 59a 2r 9p. Sold £3,600.
Ditto, containing 43a 1r 33p. Sold £2,500.
Ditto, containing 22a 3r 7p. Sold £2,250.
Ditto, containing 21a 0r 36p. Sold £1,660.
Part of Southmead Farm, with house, buildings, and 20a 1r 4p. Sold £2,970.
Four enclosures, containing 41a 3r 16p. Sold £5,600.

July 26.—By Messrs. FAREBROTHER, CLARK, & Co.

Somerset, near Nailsea Station—The Naish Estate, comprising mansion and 246a. 1r. 36p., freehold. Sold for £17,400.

By Messrs. DRIVERS and NEWNHAM.

Gloucestershire, near Dean Forest.—An allotment of freehold land, containing 48a. 0r. 2p. Sold for £1,755.
A ditto, containing 34a. 0r.37p. Sold for £1,258.
Two allotments, containing 0a. 2r. 20p. Sold for £46.

AT KING'S LYNN.

July 26.—By Messrs. BUTCHER & BOWLER.

Norfolk—The Manor of West Dereham, with its rights, &c. Sold for £2,150.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BATTISHILL—On July 29, at the Quadrant, Exeter, the wife of Wm. J. Battishill, Esq., solicitor, of a daughter.
BEALE—On July 29, the wife of James S. Beale, of 41, Gordon-square, solicitor, of a daughter.
BILLER—On August 1, at 5, Leamington-villas, Horn-lane, Acton, the wife of George Biller, jun., Esq., solicitor, of a daughter.
HELLARD—On July 26, the wife of Alexander Hellard, solicitor, Portsmouth, of a daughter.
WEBB—On July 31, at Moorside, Bournemouth, the wife of Matthew Webb, solicitor, of a daughter.

MARRIAGES.

BRAY—SAWYER—On July 24, at Ugborough, Wentworth Bray, solicitor, East Stonehouse, to Ellen, second daughter of J. P. Sawyer, Fillham House, Ugborough, Devon.
GORDON—SMITH—On July 25, at St. Margaret's, Lee, William Henry Lockhart Gordon, barrister-at-law, to Emily Gordon, daughter of Col. J. T. Smith, R.E., of Foelallt House, Old-road, Lee, Kent.
OLDFIELD—PITT—On July 30, at St. James's, Piccadilly, Edmund Oldfield, Esq., barrister-at-law, to the Hon. Susan Harriet Pitt, eldest daughter of the fourth Lord Rivers.
PAGE—SPURGEON—On July 20, at the Metropolitan Tabernacle, Thomas C. Page, solicitor, Newington-butts, to Caroline Louisa, daughter of the Rev. John Spurgeon, of Brixton, and Fetter-lane Chapel.

DEATHS.

CURWOOD—On July 26, at Royal Avenue, Chelsea, aged 83, Jane, widow of the late John Curwood, Esq., barrister-at-law, and daughter of the late Joseph Barrow, Esq., of Bourne Bank, Worcestershire.
DIBB—On July 23, at Wakefield, Grace Emily, daughter of John Edward Dibb, Esq., barrister-at-law, aged 26.
HASLAM—On July 7, at Crewe, Cheshire, Mr. Prosper Haslam, solicitor, formerly of Congleton, aged 63.
JACKSON—On July 23, at Stokesley, Yorkshire, Mr. John Jackson, solicitor. He was admitted in Michaelmas Term, 1833.
KNOX—On July 25, at Berwick-on-Tweed, Elizabeth, second daughter of the late John Knox, of that town, and sister of Mr. George Knox, solicitor, of Bloomsbury-square, London.
RUTHERFORD—On July 28, at St. Thomas's-square, Hackney, George Rutherford, Esq., of Gracechurch-street, solicitor, in the 83rd year of his age.
STEDMAN—On July 30, at his residence, Sudbury, Suffolk, Robert Frost Stedman, solicitor, aged 59 years.
WILDING—On July 30, at 17, Titchborne-street, Edgware-road, Harriett, the wife of Mr. Thomas Wilding, solicitor, aged 53.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, July 26, 1872.

Neck, Wm Alfd, and Alex Leathes Donaldson, Colchester, Attorneys and Solicitors. July 11

Winding up of Joint Stock Companies.

FRIDAY, July 26, 1872.

UNLIMITED IN CHANCERY.

West Grinstead, Cuckfield, and Hayward's Heath Junction Railway Company.—The Master of the Rolls has, by an order dated July 13, ordered that the above company be wound up. Prior and Co, Lincoln's-inn-fields, solicitors for the petitioners.

LIMITED IN CHANCERY.

Anglo-Italian Mining Company (Limited).—The Master of the Rolls has, by an order dated July 15, ordered that the voluntary winding up of the above company be continued; and that Jas Hume Webster, 20, King's Arms-yard, Moorgate-st, be continued liquidator. Barker, St Michael's House, Cornhill, solicitor for the petitioner.
Appletreewick Lead Mining Company (Limited).—Vice Chancellor Malins has, by an order dated July 15, ordered that the above company be wound up. Raw, Furnival's-inn; agent for Robinson and Robinson, Settle, solicitors for the petitioners.

TUESDAY, July 30, 1872.

UNLIMITED IN CHANCERY.

Aberdare and Central Wales Junction Company.—The Master of the Rolls has, by an order dated July 18, appointed Joseph Wagstaff Blundell, 16, Gresham-st, to be official liquidator. Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims to the above. Thursday, Oct 31 at 11, is appointed for hearing and adjudicating upon the debts and claims.

LIMITED IN CHANCERY.

London Offices Company (Limited).—The Master of the Rolls has fixed Friday, Aug 2 at 12, for the appointment of a liquidator in the place of Read Epps and Richd Purchase, who have resigned.

Friendly Societies Dissolved.

FRIDAY, July 26, 1872.

Independent Order of Rechabites, London Unity, Friendly Society, Vivian-ter, Chelsea. July 22

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 26, 1872.

Blaxland, John, Tunbridge Wells, Kent, Surgeon. Aug 31. Blaxland v Filmer, M.R. Depree and Co, Church ct, Old Jewry
Breed, Richd Foster, Braudan, Isle of Man, Esq. Nov 5. Harrison v Every, V.C. Bacon
Dean, Eve, Oxford, Widow. Sept 1. Brain v Adams, V.C. Wickens. Robertson, Bedford row
Foster, John, Northampton. Sept 30. European Assurance Society v Foster, V.C. Malins. Munns, Old Jewry
Thomas, Jenkin, Jones, Ferryside, Carmarthen, Gent. Nov 1. Thomas v Thomas, V.C. Wickens

TUESDAY, July 30, 1872.

Clarke, Richd Wells, Witney, Oxford, Butcher. Sept 30. Thair v Clarke, V.C. Malins. Kempson, Abingdon st, Westminster
Clark, Jas, Field Dalling, Norfolk, Machineman. Sept 30. Cornish v Clark, M.R. Stretton, Southampton bldgs, Chancery lane
Jones, Geo, Rosherville, Kent, Esq. Oct 1. Cobham v Willis, V.C. Bacon. Southgate, King's Bench walk, Temple
Pillar, Anna Maria, Brixton rd, Spinster. Oct 29. Pillar v French, V.C. Malins
Price, Fowler Boyd, Torquay, Devon, Esq. Sept 2. Sheriff v Wayland, M.R. Bethamleys and Freeman, Coleman st
Smith, Eliz, Perry Rise, Sydenham. Sept 2. Pratt v Stringer, M.R. Prior and Co, Lincoln's inn fields
Taylor, John Fordham, Penton st, Gent. Oct 9. Taylor v Langley, V.C. Bacon. Baker and Co, Crosby sq
Vyse, Richd, Luton, Bedford, Merchant. Sept 10. Vyse v Foster, V.C. Bacon. Gregory and Co, Bedford row

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 26, 1872.

Allgood, Thos Matthew, Worcester, Printer. Sept 14. Rea, Worcestor
Beardmore, Geo Alf, Old Basford, Notts, Bleacher. Sept 2. Hunt, Notts
Blenkin, Wm, Addleston, Surrey, Gent. Aug 15. Davidson and Co, Basinghall st
Briggs, John, Queen's rd, Dalston, Gent. Oct 1. Ashley and Tee, Frederick's pl, Old Jewry
Denton, Mary Frances Matilda, Cliftonville, Brighton, Widow. Aug 24. Briggs and Son, Lincoln's inn fields
De Paravicini, Jas Prior, Stock Exchange, Esq. Sept 29. Lyne and Holman, Austin Friars
De Thierry, Adolphe Baron, Wiesbaden, Prussia. Aug 24. Lawrance and Co, Old Jewry chambers
Dicks, Thos, Malvern ter, Hounslow, Esq. Sept 1. Waller and Son, Duke st, Adelphi
Ewbank, Cuthbert Watson, Gloucester, Draper. Aug 31. Keenlyside and Forster, Newcastle-upon-Tyne
Finch, Matthew Anderson, Deptford, Kent, Esq. Aug 24. Park and Nelson, Essex st, Strand
Fiddian, Chas, Edgbaston, Warwick, Gent. Sept 3. Bridges and Clark, Birm
Fox, Richd, Beeford, York, Farmer. Oct 10. Foster and Co, Gt Driffield
Harris, Chas, Hove, Sussex, Esq. Aug 31. Boxall, Brighton
Hartley, Thos Blenkinsop, Ashbrook, Durham, Glass Manufacturer. Oct 31. Hillyer and Co, Benchurch st

Hepper, John Hy, Leeds, Glass Dealer. Aug 27. Rider, Leeds
Hopkinson, Grace Jennings, Wotton, Gloucester, Widow. Aug 31. Washbourn and Son, Gloucester
Kay, Isaac, Westleigh, Lancashire, Cotton Yarn Doubler. Aug 24. Ryley, Bolton
Lacey, Richd, Stroud, Gloucester, Gent. Oct 10. Clayfield, Stroud
Lawrence, Mary Eliz, Norbiton, Surrey, Widow. Nov 2. Hill, Queen st, Cheapside
Macdonald, Jas, Birkenhead, Cheshire, Esq. Sept 1. Rendall, Bedford row
Mould, John, Crewe, Cheshire, Contractor. Oct 20. Cooke
Palmer, Geo, Birm, Grocer. Sept 2. Jelf and Goule, Birm
Perkins, Wm Banbury, Long Itchington, Warwick, Gent. Sept 17. Moore, Warwick
Pullen, Anne Frances, St Lawrence, Kent, Widow. Sept 29. West, Bromyard
Rashleigh, Wm, Menabilly, Cornwall, Esq. Aug 31. Shilson and Co, St Austell
Rhodes, Mary. Halifax, York, Spinster. Sept 2. Siddall, Otley
Rowe, Catherine, Plymouth, Devon, Widow. Sept 10. Derry, Plymouth
Rutherfurd, Eleanor Barker, Gravesend, Kent, Spinster. Oct 7. Rogers and Sons, Westminster chambers, Victoria st
Stalker, Eliz, Bowness-on-Solway, Cumberland, Widow. Sept 2. Hough, Carlisle
Stedman, John, Bristol, Barrister-at-Law. Sept 1. Livett, Bristol
Tait, David, Esthwaite Lodge, Lancashire, Farm Bailiff. Sept 1. Carrick, Wigton
Thacker, Wm, Cambridge ter, Regent's pk, East India Merchant. Aug 27. Gregory and Co, Bedford row
Watts, Robt, Southwick crescent, Hyde pk, Esq. Aug 24. Park and Nelson, Essex st, Strand
Whitmore, Thos. Millbank st, Westminster, Fruiterer. Oct 7. Rogers and Sons, Westminster chambers, Victoria st
Whittaker, Chas Gustavus, Barming, Kent, Esq. Aug 22. Beale and Co, Maidstone
Willis, John, Littlehampton, Cumberland, Yeoman. Sept 1. Carrick, Wigton

TUESDAY, July 30, 1872.

Barnabew, Maria, Reading, Berks. Sept 1. Gabriel, Lincoln's inn fields
Briggs, Arthur Saml, Wensley, York, Trainer. Aug 31. Topham, Middleham
Buckley, Joseph, Woodhill, nr Manch, Calico Printer. Sept 14. Farrar, Manch
Chapman, Wm Nesbit, Whitley, Northumberland, Coal Agent. Nov 1. Ingledew and Daggett, Newcastle-upon-Tyne
Cottrell, Wm Cochran, Reading, Berks, Grocer. Sept 24. Hoffman, Reading
Deane, Ralph, Eastcote House, Esq. Oct 1. Walters and Co, New sq
Enys, John Saml, Enys, Cornwall, Esq. Oct 16. Smith and Co, Truro
Everest, George Jas, Mayland rd, Shepherd's Bush, Esq. Sept 6. Hincks, King st, Finsbury sq
Griffith, Richd Morris, Bangor, Carnarvon, Bank Manager. Oct 25. Dew, Llangefni
Haines, Hannah, Bromsgrove, Worcester, Widow. Aug 21. Housman, Bromsgrove
Hodgson, Richd, Hawkwood, Chingford, Essex, Gent. Sept 1. Kingsford and Dorman, Essex st, Strand
Johnson, Wm, Lpool, Painter. Sept 1. Bremner and Son, Lpool
Jones, Ellen, Hillfield Parade, Gloucester. Sept 2. Young and Co, St Mildred's ct, Poultry
Long, Mary, Bournheath, Worcester, Widow. Aug 31. Housman, Bromsgrove
Matthews, Wm, Bath, Somerset, Esq. Sept 10. Bridges and Co, Red Lion sq
Pawlett, Thos Edwd, Beeston, Bedford, Farmer. Sept 28. Smith, Sandy
Price, Thos, Leamington Priors, Warwick, Stonemason. Sept 1. Overell
Scott, John, Norton, York, Trainer. Sept 14. Uptons and Co, Austin Friars
Sykes, Betty, Slaithwaite, Huddersfield, York, Widow. Oct 17. Bottomley, Huddersfield

Bankrupts.

FRIDAY, July 26, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Jewell, Wm, Essex-rd, Islington, Cabinet Manufacturer. Pet July 19. Roche. Aug 8 (not 18 as in Gazette of July 23); at 11
Santos, Filippe Simoes dos, Gt Winchester-st, Dealer in Preserved Meats. Pet July 20. Murray. Aug 13 at 11
Savage, Hy Benj, Mchetable-rd, Homerton. Pet July 22. Murray Aug 9 at 12
Trampleasure, Wm Hy, Albert Embankment, Lambeth, Hay Dealer. Pet July 24. Murray. Aug 9 at 1

To Surrender in the Country.

Cook, Jas, and Chas Howard Buchanan, Lpool, Brewers. Pet July 24. Watson. Lpool, Aug 7 at 2
Cross, Chas, Longford, Derby, Miller. Pet July 24. Goodger. Burton-on-Trent, Aug 14 at 1
Harry, Wm, Calstock, Cornwall, no occupation. Pet July 24. Pearce. East Stonehouse, Aug 7 at 11
Jones, John Jordan, Rhydygot, Cardigan, Auctioneer. Pet July 17. Jenkins. Aberystwith, Aug 7 at 11

TUESDAY, July 30, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Anderson, Wm John, Grenada-ter, Commercial-road East, Watchmaker Pet July 26. Murray. Aug 15 at 11
Smith, Chas Sydney, Hickman's-folly, Dockhead, Pawnbroker. Pet July 24. Murray. Aug 13 at 12

To Surrender in the Country.

Carlisle, John Hobday, Altrincham, Cheshire, Builder. Pet July 25. Kay. Manch, Aug 15 at 9.30
Goulton, Richd, Gt Grimsby, Lincoln, Fish Dealer. Pet July 19. Daubeny. Gt Grimsby, Aug 9 at 11
Holland, Joseph, Manch, Shirt Maker. Pet July 25. Kay. Manch, Aug 15 at 9 30
Mitchell, David West, Gt Grimsby, Lincoln, Coach Builder. Pet July 19. Daubeny. Gt Grimsby, Aug 9 at 11.30
Randall, Caleb, Leighton Buzzard, Beds, Ironmonger. Pet July 24. Austin. Luton, Aug 6 at 1
Wyatt, Matthew, Newcastle-upon-Tyne Metal Broker. Pet July 25. Mortimer. Newcastle, Aug 10 at 11.30

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 26, 1872.

Acatos, Peter, Mark-lane, Merchant. Aug 12 at 2, at offices of Kemp and Co, Walbrook. Hillyer and Co, Fenchurch st
Ancell, Edwd, Towcester, Northampton, and Alex Shillingford Ancell, Wolverton, Bucks, Builders. Aug 7 at 3, at offices of Becke, Market sq, Northampton
Battoms, Saml, Woburn Sands, Bucks, Baker. Aug 5 at 12, at 145, Blackfriars rd, Padmore, Coleman st
Bedford, Hy, Manch, Manufacturer. Aug 8 at 4, at offices of Sale and Co, Booth st, Manch
Bell, John, Penrith, Cumberland, Draper. Aug 14 at 2, at Old Crown Hotel, King st, Penrith. Scott
Bird, Hy Thos, Crosby sq, East lane, Bermondsey, Builder. Aug 3 at 12.30, at offices of Summons, New Bridge st, Blackfriars. Bilton
Bottomly, Jonas, Crossley Turner, and Abraham Turner, Huddersfield, York, Woollen Manufacturers. Aug 9 at 2, at the Queen Hotel, Huddersfield. Barber, Brighouse
Boyes, Alfd, Faringdon, Hants, Grocer. Aug 9 at 10, at office of Godwin, St Thomas st, Winchester
Boynton, Richd Thos, Shanklin, Isle of Wight, Tailor. Aug 8 at 12, at 40, High st, Southampton. Bull, Ventnor
Browne, Wm, jun. Ipswich, Suffolk, Ropemaker. Aug 19 at 3, at office of Hill, St Nicholas st, Ipswich
Brown, Joseph. Oakfield rd, Croydon, Contractor. Aug 6 at 3, at the Guildhall Coffee-house, Gresham st. Chidley, Old Jewry
Catlin, John, Bristol, Brush Manufacturer. Aug 8 at 12, at offices of Hancock and Co, Guildhall, Bristol. Benson & Elletson, Bristol
Chapman, Albert, Gt Torrington, Devon, Saddler. Aug 8 at 1, at offices of Thorne, Barnstaple. Tapley. Gt Torrington
Clarke, Wm Chas, Taunton, Grocer. Aug 7 at 12, at office of Reeves, Mary st, Taunton
Cunick, John, Whitland, Carmarthen, Licensed Victualler. Aug 6 at 11, at office of Lascelles, Narberth
Cuthbert, Chas, jun, and Walter John Cuthbert, Loughton, Essex, Builders. Aug 12 at 2, at office of Morris, Jermyn st, St James's
Davies, John, Lpool, Estate Agent. Aug 16 at 2, at office of Priest, South John st, Lpool
Dibb, Wm, Manch, Timber Broker. Aug 9 at 3, at offices of Murray, King st, Manch
Dudd, Geo Hy, Worle, Somerset, Grocer. Aug 13 at 12, at offices of Chapman, Weston super-Mare
Duddington, Thos Pridmore, Allcroft rd, Kentish Town, Cabinet Maker. Aug 2 at 1, at offices of Alcock, Southampton-buildings, Chancery lane
Dyson, Geo, Gray's inn rd, Baker. Aug 7 at 2, at offices of Wood & Hare, Basinghall st
Edgley, John, Compton st, out of business. Aug 5 at 11, at 7, Hyde st, New Oxford st
Edmunds, Chas, jun, Brighton, Sussex, Licensed Victualler. Aug 12 at 3, at office of Mills, New rd, Brighton
Elkan, John, Hatton garden, Shipper. Aug 3 at 12, at offices of Longcroft, Lincoln's inn fields
Elliott, John, Plymouth, Devon, Tobacconist. Aug 14 at 4, at offices of Square, George st, Plymouth
Fincham, Edwd Geo, Rye lane, Peckham, China Dealer. Aug 7 at 2, at 183, Queen's rd, Peckham
Finney, Peter, Goswell rd, China Dealer. Aug 13 at 2, at offices of Lewis & Lewis, Ely pl, Holborn
Firth, Seth, New Wortley, Leeds, Grocer. Aug 8 at 2, at the Griffin Hotel, West Bar, Leeds. Rider.
Foster, Robt Hy, Middlesborough, York, Carver. Aug 7 at 11, at office of Braithwaite, Albert rd, Middlesborough. Bainbridge, Middlesborough
Gerrie, John, Portsea, Hants, Draper. Aug 20 at 11, at office of Marsden, Friday st, Cheapside
Glanville, Thos, Plymouth, Devon, Schoolmaster. Aug 9 at 12, at offices of Edmonds & Son, Parade, Plymouth
Griffiths, Wm, Willenhall, Stafford, Oil Dealer. Aug 7 at 3, at offices of Cresswell, Bilston st, Wolverhampton
Hall, Hy, Framlingham, Suffolk. Aug 8 at 12, at office of Alston, Framlingham
Harrison, Francis, Hexham, Northumberland, Watchmaker. Aug 7 at 12, at offices of Baty, Fore st, Hexham
Harrison, Hy, Oswestry, Salop, Auctioneer's Clerk. Aug 12 at 3, at office of Croxton, Church st, Oswestry
Hart, Hy, Ramsgate, Kent, Printer. Aug 8 at 3, at 1, York st, Ramsgate. Edwards
Hazelwood, Alfd Hy Chas, Alexandra villas, Park rd, Hornsey, Banker's Clerk. Aug 9 at 3, at offices of Henderson, Basinghall st
Henderson, Wm, Lydney, Gloucester, Mining Engineer. Aug 7 at 2, at the Feathers Hotel, Lydney. Cathcart, Newport
Hibberd, Uriah, Chatsworth, Derby, Gamekeeper. Aug 8 at 1, at office of Jones, High st, Chesterfield
Hoare, Geo, Lpool, out of business. Aug 8 at 2, at office of Lupton, Harrington st, Liverpool
Hobbs, John Hy, South st, Greenwich, Furniture Dealer. Aug 20 at 12, at office of Timothy, Gresham st. Rigby, Stag lane

Howes, Thos, & Saml Howes, Leek, Stafford, Grocers. Aug 7 at 10, at office of Tennant, Cheapside, Hanley
Howes, Wm. Newcastle st, Comm Agent. Aug 15 at 11, at office of Pullen, Cloisters, Temple
Hudson, Joseph, Oldham, Lancashire, Plumber. Aug 7 at 3, at the King's Arms Hotel, Yorkshire st, Oldham
Ingham, John, Leytonstone, Essex, Builder. Aug 6 at 3, at office of Holmes, Eastcheap
Johnson, Thos Joseph, Birm, Brick Merchant. Aug 23 at 3, at the Acorn Hotel, Temple st Birm. Rowlands, Birm
Kelley, Joseph, Bristol, Grocer. Aug 3 at 11, at offices of Essery, Guildhall, Broad st, Bristol
Knight, Edwin, Plymouth, Devon, Grocer. Aug 12 at 11, at offices of Conway and Almond, George st, Plymouth. Greenway and Adams, Plymouth
Lawson, Thos, Leeds, Bacon Factor. Aug 7 at 11, at offices of Pullan Bank chambers, Park row, Leeds
Levy, Morris, Middlesborough, York, Hawker of Jewellery. Aug 15 at 11, at offices of Hunton and Bolsover, Finkle st, Stockton
Leighburn, Hugh Watson, Blackburn, Lancashire, Licensed Victualler. Aug 2 at 11, at offices of Radcliffe, Clayton st, Blackburn
Miller, Stephen Bread st, Stationer. Aug 8 at 3, at the Guildhall hall Coffee House, Gresham st. Chidley, Old Jewry
Moon, Fras, Coleman st, Solicitor. Aug 10 at 1, at offices of Moss and Sons, Gracechurch st
Morley, John Edmund, Clifton Junction, nr Manch, Salesman. Aug 16 at 3, at offices of Murray, King st, Manch
Moseley, Mary Eliza, Walsall, Stafford, Boot Manufacturer. Aug 7 at 11, at offices of Glover, Park st, Walsall
Myers, Joel, Kentish Town rd, Dealer in Fancy Goods. Aug 6 at 12, at 145, Cheapside, Montagu, Bucklersbury
Neagle, Michael, Lpool, Baker. Aug 7 at 11, at office of Lupton, Harrington st, Lpool
Needler, David, Kingston-upon-Hull, Bootmaker. Aug 7 at 11, at offices of Stead & Sibree, Bishop lane, Hull
O'Brien, Saml, Manch, Draper. Aug 8 at 3, at offices of Murray, King st, Manch
Othen, Eli, Gosport, Hants, Tailor. Aug 9 at 3, at offices of Wainscott, Union st, Portsea. Blake, Portsea
Parsons, Thos, Lansdown, Gloucester, Bookbinder. Aug 9 at 12, at offices of Winterbotham, Bowcroft, Stroud
Phelps, Hy, Bristol, Brush Manufacturer. Aug 9 at 12, at offices of Henderson and Salmon, Broad st, Bristol
Phillips, Eleanor, Neath, Glamorgan, Grocer. Aug 5 at 2, at offices of Barnard and Co, Albion chambers, Bristol
Purnell, Geo, Ryde, I of W, Cabinet Maker. Aug 9 at 4, at offices of Urry, George st, Ryde
Read, Edwd Robt, Chester, Brush Manufacturer. Aug 14 at 12, at offices of Taylor, Pepper st, Chester
Robinson, John, York, Middlesborough, Joiner. Aug 15 at 11, at office of Fawcett and Co, Finkle st, Stockton-on-Tees
Roe, Peter, Burton Extra, Stafford, Grocer. Aug 6 at 11, at offices of Drewry, High st, Burton-upon-Trent
Slade, Chas Joseph, Aldershot, Hants, Builder. Aug 15 at 3, at the Inns of Court Hotel, Holborn. Bayley and Foster, Aldershot
Stevenson, John, and Anthony Stevenson, Chester, Millwrights. Aug 15 at 11, at offices of Bridgman and Co, Newgate st, Chester
Styles, Hy, Riverhead, Sevenoaks, Kent, Grocer. Aug 9 at 3, at office Lindus, Cheapside
Thorn, Joseph, Southsea, Hants, Baker, Aug 8 at 3, at offices of Wainscott, Union st, Portsea. Blake, Portsea
Thornton, Edwin, Shipley, Bradford, York, Slater. Aug 9 at 3, at the New Inn, Tyrrel st, Bradford. Moore
Vigers, Edwd, Harrow rd, Builder. Aug 8 at 2, at the City Terminus Hotel, Cannon st. West and King, Cannon st
Waite, Jas, Newbold Moor, Derby, Builder. Aug 6 at 11, at offices of Cowdell, Soresby st, Chesterfield
Walwyn, Rupert, Kidderminster, Worcester, Licensed Victualler. Aug 7 at 11, at the Bay Horse Inn, Caldwall row, Kidderminster. Crowther, Kidderminster
Warr, Richd Fredk, Northampton, Ironmonger. Aug 6 at 11, at office of Becke, Market sq, Northampton
Whittard, Edmd, Bristol, Clothes Dealer. Aug 7 at 11, at offices of Miller, Whitson chambers, Nicholas st, Bristol
Wilding, Wm Pilkington, Manch, Cotton Manufacturer. Aug 13 at 3, at offices of Boote and Edgar, George st, Manch
Williams, John Fenton, Manch, Decorative Artist. Aug 16 at 3, at the Waggon and Horses, New Shambles, Bridge st, Manch. Law, Manch
Williamson, John, Sheffield, Shovel Manufacturer. Aug 6 at 4, at offices of Clegg, Bank st, Sheffield

TUESDAY, July 30, 1872.

Abels, Joseph, Regent st, Tailor. Aug 13 at 3, at offices of Foreman and Cooper, Gresham st. Lewis and Co, Old Jewry
Anderson, John Young, East Looe, Cornwall, Baker. Aug 15 at noon, at office of Edmonds and Son, Parade, Plymouth
Basden, Jas Marsh, Kennington Park rd, Sampler. Aug 7 at 2, at office of Simmons, New Bridge st Blackfriars. Bilton, New Bridge st
Beardmore, Enoch Brown, Wolverhampton, Stafford, Grocer. Aug 13 at 3, at office of Thurstans, Queen st, Wolverhampton
Birch, Thos Booth, Stockport, Cheshire, Candle-wick Spinner. Aug 7 at 3, at office of Johnston, Vernon st, Stockport
Booth, Joseph Edward, Halifax, York, Beerhouse Keeper. Aug 12 at 3, at office of Jubb, Baram Top, Halifax
Boulter, Edmund, Staines, Middx, Plumber. Aug 10 at 2, at office of of Horne, Clarence st, Staines
Burch, Wm, Macclesfield, Wine Merchant. Aug 14 at 11.30, at office of Charnley and Co, Church st, Blackpool
Champion, Wm Hy Sechet, Arundel gdns, Notting hill, Professor of Music. Aug 15 at 1, at office of Parkes, Beaufort bldgs, Strand
Clark, John, Manch, Tailor. Aug 19 at 3, at offices of Sadlow and Co, Mount st, Manch
Clark, Thos, Jonathan Clark, and Saml Clark, Bingley, York, Stone Masons. Aug 15 at 3, at office of Hutchinson, Piccadilly chambers, Piccadilly, Bradford
Davies, Cadwallader, Dowlais, Merthyr Tydfil, Gloucester, Grocer. Aug 10 at 1, at office of Simons and Pews, Church st, Merthyr Tydfil
Dockriell, John, Bingfield-st, Caledonian rd, Manure Dealer. Aug 15 at 2, at 29, Carter lane, Doctor's commons. Rashleigh
Done, Edwin, Salford, Licensed Victualler. Aug 14 at 3, at offices of Sutton and Elliott, Brown st, Manch
Draffin, John, Heworth, York, Draper. Aug 9 at 11, at offices of Crumbie, Stonegate, York
Dyer, John Benj, Vauxhall bridge rd, out of business. Aug 8 at 10, at 145, Blackfriars rd. Padmore, Coleman st
Elkins, Geo, Westbury, Wilts, Innkeeper. Aug 12 at 2, at the White Lion Inn, Westbury. Shrapnell, Bradford
Fairfoot, Wm. Halifax, York, Baker. Aug 7 at 3, at the Brown Cow Hotel, Halifax. Leeming, Halifax
Forrester, John, Stourport, Worcester, Designer. Aug 7 at 3, at offices of Corbet, Baxter chambers, Kidderminster
Gilchrist, Geo Cuthbert, Newcastle-upon-Tyne, Master in Surgery. Aug 8 at 2, at office of Wallace, Dean st, Newcastle-on-Tyne
Gilhespy, Robt, Winlaton, Durham, Tailor. Aug 8 at 12, at office of Gibson, Mosley st, Newcastle-upon-Tyne, Pybus, Jun, Newcastle-upon-Tyne
Godwood, Jas Evans, Salisbury, Wilts, Whitesmith. Aug 7 at 3, at offices of Venning and Co, Tokenhouse yd. Coble and Smith, Salisbury
Griffith, Robt, Llanberis, Carnarvon, Cabinet Maker. Aug 12 at 12, at the British Hotel, Bangor. Webb, Belmont, Bangor
Harries, Thos, St Leonard's-on-Sea, Sussex, Builder. Aug 14 at 3, at offices of Warrand, Ludgate hill
Haynes, Hy Fras, Stockbridge, Hants, Innkeeper. Aug 9 at 1, at the Eagle Hotel, Winchester
Iron, Saml Wmf Hickman's folly, Dockhead, Pawnbroker. Aug 15 at 2, at offices of Linklater and Co, Walbrook
Johnson, Walter, Salford, Lancashire, Watchmaker. Aug 12 at 3, at offices of Addleshaw, King st, Manch
Leather, Isaac Pennington, Lancashire, Glazier. Aug 20 at 3, at office of Ambler, King st, Manch
Moreton, Honor Branscombe, Cardiff, Tobacconist. Aug 13 at 11, at offices of Morgan, High st, Cardiff
Morris, Joseph, Bryncelyn Greenfield, Holywell, Flint, Schoolmaster. Aug 22 at 12, at the Queen's Railway Commercial Inn, Chester. Davies, Holywell
Muller, Hy, Charlotte-st, Whitechapel, Grocer. Aug 6 at 12, at offices of Fenton, Albion-ter, Stonebridge-common, Kingsland road
Nicholson, John, Bristol, Painter. Aug 12 at 2, at offices of Beckingham, Albion chambers, Bristol
Nickson, Jas, Manley, Cheshire, Shoemaker. Aug 12 at 11, at office of Linaker, Frodsham
Oakley, Wm, Tavistock crescent, Builder. Aug 8 at 3, at offices of Parkes, Beaufort bldgs, Strand
Palmer, Wm Jefferson, Sheerness, Kent, Butcher. Aug 9 at 2, at offices of Copland, Edward st, Sheerness
Parnell, Edmund Wm, Plymouth, Devon, Grocer. Aug 13 at 11, at offices of Conway and Almond, George st, Plymouth. Greenway and Adams, Plymouth
Pitt, Wm Bartlett, Coldridge, Devon, Chemist. Aug 14 at 3, at office of Andrew, Bedford circus, Exeter
Pollitt, Chas Grimes, Radcliffe, Lancashire, Brewer. Aug 12 at 11, at offices of Grundy and Co, Union st, Bury
Pratt, Jas, Lambeth, Spital sq, Baker. Aug 8 at 3, at office of Bordman, Gracechurch st. Miller, Branswick sq
Priest, Eli, Netherton nr Dudley, Worcester, Chain Manufacturer. Aug 9 at 3, at offices of Lowe, Temple st, Birm
Ridley, Geo, Bury St Edmunds, Suffolk, Tallow Chandler. Aug 14 at 3, residence of Greene, Lower Baxter st, Bury St Edmunds
Rosenthall, Alfd, and Jas Gardiner, Addle st, Trimming Manufacturers. Aug 9 at 2, at the Guildhall Coffee house, Gresham st. Phelps and Sidgwick, Gresham st
Ross, John, Worksop, Notts, Clothier. Aug 9 at 12, at office of Tattershall, Queen st. Sheffield
Russell, Hy, Elgin rd, Maida vale, Baker. Aug 12 at 3.30, at office of Yorke, Marylebone rd
Saunders, John, and Reuben Elworthy, Pitfield st, Hoxton, Grocers. Aug 23 at 2, at office of Seale, Lincoln's-inn fields
Seale, John, Bee Hall, Pembroke, Farmer. Aug 14 at 12, at the Victoria Hotel, Pembroke Dock. Miller, Sherborne lane
Scott, Thos, Devonport, Devon, Engineer. Aug 14 at 11, at offices of Beer and Rundle, Ker st, Devonport
Sharp, Geo Fredk, Gossett st, Bethnal Green, Licensed Victualler. Aug 17 at 11, at the Victoria Tavern, Morpeth rd, Victoria pk. Brutton, Lansdowne ter, Victoria pk
Shuttleworth, Jas Simpson, Accrington, Lancashire, Debt Collector. Aug 8 at 3, at office of Whitehead, Blackburn rd, Accrington
Taylor, Wm, Heywood, Lancashire, Chemist. Aug 13 at 3, at office of Watson, Broad st, Bury
Townsend, Thos, Maryland rd, Harrow rd, Fruiterer. Aug 5 at 11, at offices of Cripps, Kensington Park rd, Notting hill
Watts, Jas, Wilcot, nr Marlborough, Wilts, Farm Bailiff. Aug 10 at 12, at the Market house, Trowbridge. Shrapnell, Bradford
West, Jas Albert, Powis st, Woolwich, Grocer. Aug 14 at 11, at office of Foster, Chancery lane
Woodcock, Richd Thos, Lower Walmer, Kent, Ironmonger. Aug 17 at 11, at the Royal Exchange Hotel, Deal. Drew, Deal
Wilkinson, John Milner, Nottingham, Brass Finisher. Aug 5 at 12, at office of Belk, High pavement, Nottingham